

Board Book



**Fabens ISD
Regular Meeting
Wednesday, May 18, 2022 – 6:30 PM**

**Notice of Regular Meeting
Board of Trustees
Wednesday, May 18, 2022**

A Regular Meeting of the Board of Trustees will be held on Wednesday, May 18, 2022, beginning at 6:30 PM, in the 821 NE G Avenue - Central Office Board Room - Fabens, TX, 821 NE G AVENUE, P O BOX 697, FABENS, TX 79838.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

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If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

Friday, May 13, 2022

For the Board of Trustees

**FABENS I.S.D.
BOARD OF TRUSTEES**

Date: 05/18/2022 Presented By: Board President
Subject: Call to Order, Roll Call, Pledge of Allegiance, Mission and Vision Statements Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
CALL to ORDER, ROLL CALL, PLEDGE OF
ALLEGIANCE, MISSION and VISION
STATEMENTS**

The May 18, 2022 Regular Meeting is called to order at _____.
Let the minutes show that:

1) all members are in attendance

OR

2) _____ is (are) not in attendance.

Reason: () Illness () Family Emergency
() Out of Town () Other _____

_____(name) will lead us in the reciting of the Pledge of Allegiance

.....
VISION STATEMENT

Working together, Fabens ISD creates a positive and lasting impact through multiple learning opportunities.

MISSION STATEMENT

All students of the District will be prepared to be successful, lifelong, global learners.

**FABENS ISD
BOARD OF TRUSTEES**

Date: 05/18/2022 Presented By: Board President
Subject: Communications and Visitors Related Page(s) N/A

Action

BACKGROUND INFORMATION:

The Board President will allow anyone who has signed the sheet to address the Board at this time. According to board policy BED (Local):

“The Board encourages comments from citizens of the district or employees. The Board asks that comments pertain to public education issues and be no longer than 15 minutes.

“Remember that the Board may not discuss any issues that are not posted on our agenda

“The board will not hear complaints or concerns regarding individual employees or students at this time. The district has a policy outlining procedures for bringing complaints or concerns about specific individuals to the attention of the district and ensuring that they are addressed in a timely manner.

“Copies of our district policies on public participation in meetings and filing complaints are available at the Office of the Superintendent.”

Finally, please be aware that rules of decorum will be enforced during the public comment period. Personal attacks, name-calling, and rude or slanderous remarks will not be tolerated. Each participant is legally responsible for the content and consequences of his/her own statements.

FABENS ISD

**DISTRICT EMPLOYEES AND OFFICERS
Board Agenda Item**

TITLE	2021 – 2022 New Hires	Date Requested	05/18/2022
Requested By:	Ms. Debbie Betancourt	Approximate Time	15 minutes
Division Approval:	N/A	Action Needed:	No
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Ms. Betancourt and New hires	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

**FABENS ISD
BOARD OF TRUSTEES**

**Superintendent Report
Board Agenda Item**

TITLE	Superintendent Report	Date Requested	05/18/2022
Requested By:	Dr. Veronica Vijil	Approximate Time	15 minutes
Division Approval:	None	Action Needed:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	See Below	Who Has Been Involved:	N/A
How Will It Benefit the District's Mission/Goals?	N/A	How Will Request Be Financed?	N/A
		Cost to District:	N/A

TOPICS

UPDATES:

Special Projects Update

BRAGGING RIGHTS:

Fabens High School / Fabens Middle School NJROTC Program Highlights
Migrant Scholarship Recipient – Keila Hernandez
Fabens High School EPCC Graduates – Associates Degree

**FABENS ISD
BOARD OF TRUSTEES**

**CONSENT AGENDA
Board Agenda Item**

TITLE	Consent Agenda	Date Requested	05/18/2022
Requested By:	Dr. Vijil	Approximate Time	5 minutes
Division Approval:		Action Needed :	Yes
Action Requested:	The Administration recommends approval of consent agenda items as presented	Information Only:	No
People Participating In Presentation:	Dr. Vijil	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

A.	Minutes of Regular Board Meeting, April 20, 2022 Minutes attached for your review
B.	Fabens ISD Monthly Financial Reports Attached for your review
C.	Community In Schools 2022 – 2023 Contract Attached for your review
D.	Texas COVID Learning Acceleration Supports (TCLAS) Memorandums Of Understanding <ol style="list-style-type: none"> 1. Educational Affiliation Agreement between Fabens Independent School District and The University of Texas at El Paso 2. Grow Your Own Program Agreement between Fabens Independent School District and The University of Texas at El Paso 3. Grow Your Own Fabens ISD Education and Training Teacher Stipend 4. Grow Your Own Fabens ISD Attached for your review

Minutes of Regular Meeting The Board of Trustees Fabens ISD

A Regular Meeting of the Board of Trustees of Fabens ISD was held Wednesday, April 20, 2022, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

Members Present:

Adan Escobar
Rosamaria Gallo-Avitia
Viola Hernandez
Greg Spence

Orlando Flores
Sylvia Gonzales
Benjamin Morales

Members Absent:

None

Administrators Present:

Dr. Veronica Vijil
Mr. Martin Torres
Mr. Michael Perez

Ms. Michele Gonzalez
Ms. Debbie Betancourt

Maria T. Rodriguez

1. Call to Order, Roll Call, Pledge of Allegiance, Mission and Vision Statements – 6:30 PM

The meeting was called to order at 6:30 PM by Mr. Benjamin Morales, Board President. All members were present. The Pledge of Allegiance, Fabens ISD Mission and Vision statements were recited.

2. Communication and Visitors – 6:31 – 6:32 PM

Under this portion of the meeting, no one signed up to address the Board.

3. Superintendent's Report – 6:32 – 7:01 PM

A. Updates

1. **YWCA Program** – Mr. Jesus Barba, Director of Elementary Instruction, provided information on a new partnership being established between the district and the YWCA. Mr. Barba explained that as a requirement to the establishment of the After School and Summer Program, an informational community meeting was required. The meeting provided information on the program, scholarships and employment opportunities. If a minimum of 15 registered participants per site are approved, the YWCA could open the two sites at Fabens Elementary and O'Donnell Intermediate.

B. Bragging Rights

1. **Teacher Incentive Allotment** – Dr. Hogue, Director of Secondary Instruction, provided an update on the Teacher Incentive Allotment and the process the District has taken from Cohort D (currently under the data capture year) and for Cohort E. Dr. Hogue answered questions from the Board.

2. FMS and FHS Tennis Program

Head Tennis Coach, Mr. Martin Lechuga, introduced his two assistants; Coach Frias and Coach Ruelas. Coach Lechuga thanked the board for the opportunity to recognize the student athletes and highlighted the year's accomplishments. The student athletes that were present were congratulated by the Board.

3. O'Donnell Destination Imagination (DI) State Qualifiers

Destination Imagination sponsor, Ms. Rebecca Marquez, provided a short history of the DI program intent. O'Donnell Elementary had 2 teams perform this year; with one team placing 3rd and the other team 1st place which allowed them to advance to the state competition. Ms. Marquez thanked everyone for the recognition and introduced the student performers present who were thanked and congratulated by the Board.

4. District Employees and Officers – 7:01 – 7:06 PM

A. Fabens ISD 2021 - 2022 New Hires – 7:01 – 7:03 PM

Human Resource Director, Ms. Debbie Betancourt, introduced the district new hires for April 2022. Welcomed to the District were: Ms. Itza Alarcon, Ms. Sagrario Chairez Maldonado and Mr. Manuel Diaz Gallardo.

B. Employee of the Year Recognitions – 7:03 – 7:06 PM

Human Resource Director, Ms. Debbie Betancourt introduced and congratulated all nominated Employees of the Year. She announced the sole finalist for 2022 – Ms. Olga Leticia Dominguez, Fabens Elementary School nominee. Ms. Dominguez thanked everyone, saying she was very happy for the recognition.

5. Consent Agenda- 7:07 – 7:10 PM

A. Minutes of the Regular Board Meeting, March 30, 2022

B. Fabens ISD Monthly and Quarterly Financial Reports

C. Instructional Materials Allotment and TEKS Certification 2022 – 2023

Dr. Vijil opened the item, Mr. Greg Spence requested to remove Item A from the list of Consent Agenda items to be considered. Ms. Sylvia Gonzales motioned and Mr. Adan Escobar seconded to approve Items B and C as presented.

Motion Passed: 7 - 0

Mr. Greg Spence stated he was not at the March 30, 2022, meeting. Mr. Orlando Flores motioned, and Mr. Adan Escobar seconded to approve Item A.

Motion Passed: 6 – 1

Not Voting: G. Spence

6. Student Outcome Goals – 8:54 – 9:00 PM

A. Goal Progress Measure 3.2 - Dual Credit Presentation

Ms. Michele Gonzalez, Assistant Superintendent, presented the item and reviewed the information sent to the Board in their packets. This month she covered Goal Progress Measure 3.2 – Dual Credit. After reviewing data, she stated that if necessary, the goal percentage may need to be revised at a later date.

7. Board of Trustees Business – 7:18 – 8:54 PM and 9:00 – 9:17 PM

A. Fabens High School 2022 Graduation Ceremony Plan – 9:00 – 9:04 PM

Mr. Edgar Rincon, Fabens High School Principal, opened the item and reviewed the plans for the 2022 Senior Graduation scheduled for Friday, June 3, 2022. Questions regarding speeches and inclement weather were answered by Mr. Rincon.

B. Discussion and Possible Action Regarding O'Donnell Intermediate School Gymnasium Mural – 9:04 – 9:11 PM

Mr. Michael Perez, Technology Director presented the item and provided a video highlighting the benefits of the Lu Interactive Projection Playground. The Board and community were shown how beneficial to the students this program is to them for both for physical and STEM activities. Cost and installment were discussed along with the need to paint the wall to be used white for better results. After the presentation, Mr. Greg Spence motioned and Mr. Adan Escobar seconded to approve as presented.

Motion Carried: 7 – 0

C. Vote on Fabens ISD District of Innovation Plan - 9:11 – 9:14 PM

Ms. Michele Gonzalez, Assistant Superintendent, presented the item and explained that this is the final step in renewing the District of Innovation status for the District for the next five (5) years. After her presentation, Ms. Rosamaria Gallo-Avitia motioned and Ms. Sylvia Gonzalez seconded to renew the amended Local Innovation Pan as presented which will designate Fabens ISD as a District of Innovation for another five years.

Moton Carried: 7 - 0

D. Discussion and Possible Action to Rescind Prior Board Approval of Superintendent of the Year Nomination – 9:14 – 9:16 PM

Board President Mr. Ben Morales opened the item and Ms. Rosamaria Gallo-Avitia motioned and Ms. Sylvia Gonzalez seconded to rescind her vote for Superintendent of the Year nomination.

Motion Failed: 4-3

Voting Against: Mr. Adan Escobar, Mr. Orlando Flores, Mr. Greg Spence and Ms. Viola Hernandez

E. Superintendent Recommendations Regarding Employment and Contract Status of Administrators, Other Non-Administrative Personnel and Classroom Teachers: - 9:16 – 9:17 PM

1. Re-employ Probationary Contract Employees
2. Terminate Probationary Contract Employees
3. Renew Term Contract Employees
4. Propose Non-Renewal Term Contract Employees

5. Termination of Non-Certified Contract Employees

6. Continuing Contract Employees (Notification Letter)

Ms. Debbie Betancourt, Human Resource Director, presented the item and asked if there were any questions regarding the information on contract status for the 2022 – 2023 school year for administrators, other non-administrative personnel and classroom teachers as presented in their packets. Mr. Orlando Flores motioned and Ms. Rosamaria Gallo-Avitia seconded to approve as presented.

Motion Carried: 7 – 0

F. Discussion and Possible Action Regarding Proposed Settlement of El Paso Electric Company Application to Change Rates, Public Utility Commission Docket No. 52195, State Office of Administrative Hearings Docket No. 473-21-2606 – 7:11 – 8:51 PM

Board President, Mr. Benjamin Morales, announced that the item would be taken into Executive Session per Tx. Gov't. Code 551.071 and 551.074 along with Item 7G and 7H at 7:11 PM. After reconvening at 8:51 PM, Mr. Morales announced there would be no action taken on the item.

G. Discussion and Possible Action Regarding Possible Amendment of Action Taken at the February 16, 2022, Board Meeting Relating to Fabens ISD Superintendent Employment Contract 7:18 – 8:51 PM

Board President, Mr. Benjamin Morales, announced that the item would be taken into Executive Session per Tx. Gov't. Code 551.071 and 551.074 along with Item 7F and 7H at 7:11 PM. After reconvening at 8:51 PM, Ms. Viola Hernandez motioned and Mr. Adan Escobar seconded to amend the Superintendent's employment contract with a one (1) year extension.

Motion Carried 4 – 3

Voting Against: Ms. Rosamaria Gallo-Avitia, Ms. Sylvia Gonzales and Mr. Ben Morales

H. Completion of Fabens ISD Superintendent Annual Evaluation Pursuant to Policies BJCD (Legal) and BJCD (Local) – 7:11 – 5:54 PM

After reconvening from Executive Session, Mr. Greg spence motioned and Ms. Viola Hernandez seconded to accept the evaluation as completed by the Board as required by board policy.

Motion Carried: 7 – 0

8. Adjourn – 9:17 PM

There being no further business, Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avitia seconded to adjourn the meeting at 9:17 PM.

Motion Passed: 7 - 0

**INVESTMENT REPORT
APRIL 2022**

	<u>Principal</u>	<u>Monthly Interest</u>	<u>Rates</u>
Lone Star Investment Pool			
Government Overnight Fund			
Local Maintenance Fund	\$10,600,081	\$2,231	0.25%
Interest & Sinking Fund	\$281,652	\$56	0.25%
 Corporate Overnight Plus Fund			
Local Maintenance Fund	\$11,961	\$5	0.46%
Total Lone Star Investment Pool	\$10,893,695	\$2,291	
 WestStar Bank			
General Operating Account	\$981,856	\$49	0.06%
Activity Account	\$123,084	\$7	0.06%
Robert F Cook - Savings	\$2,087	\$0	0.10%
Robert F Cook - CD	\$466	\$0	
Robert F Cook - CD	\$4,399	\$0	
Campus Activity Fund	\$24,045	\$1	0.03%
Total WestStar Bank	\$1,135,937	\$56	
 Wells Fargo Advisors			
T.A. Pollan Money Fund	\$6,047	\$0	
Total Wells Fargo Advisors	\$6,047	\$0	
 Total Monthly Interest Earned	\$2,348		
Total Interest Year to Date 2021-2022	\$4,145		
 Total General Fund Balance	\$10,734,881		

We, the approved Investment Officers of Fabens ISD, hereby certify that the following Investment Report represents the investment position of the district as of April 30, 2022 in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and, Generally Accepted Accounting Principles (GAAP).

5/11/22
MARTIN TORRES, CHIEF BUSINESS OFFICER

5/11/2022
VERONICA VIJIL, SUPERINTENDENT

FOOD SERVICE
Fund 101

APRIL 2022

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Misc Revenue	\$1,412	\$10,705	-\$9,293	758.16%
Local Revenue-Catering & Sale Meals	\$28,588	\$12,474	\$16,114	43.63%
State Matching Revenue	\$8,500	\$5,725	\$2,775	67.36%
Federal Revenue-Breakfast	\$238,174	\$269,292	-\$31,118	113.07%
Federal Revenue-Lunch	\$954,985	\$770,096	\$184,889	80.64%
USDA Commodities	\$73,070	\$0	\$73,070	0.00%
Fresh Fruit & Vegetable Program	\$45,616	\$44,344	\$1,272	97.21%
TOTAL REVENUE	\$1,350,345	\$1,112,636	\$237,709	82.40%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
	\$1,350,345	\$939,515	\$410,830	69.58%
TOTAL EXPENDITURE	\$1,350,345	\$939,515	\$410,830	69.58%

TAX COLLECTIONS REPORT

APRIL 2022

2021-2022

	<u>M/O</u>	<u>I/S</u>	<u>TOTAL</u>
<u>Estimated Collections:</u>	2,318,000	602,936	2,920,936
<u>Actual Collections:</u>			
September	12,084	2,799	14,883
October	24,711	6,981	31,692
November	127,744	37,577	165,321
December	540,363	158,812	699,175
January	976,691	287,236	1,263,927
February	410,645	120,690	531,335
March	104,120	30,250	134,370
April	37,558	10,492	48,050
May			0
June			0
July			0
August			0
Due to/from			
Year To Date	2,233,915	654,838	2,888,753
Tax Rates	1.0295000% +	0.3030900% =	1.3325900%

**GENERAL OPERATING FUND EXPENDITURES
REPORT BY FUNCTION- FUND 199**

APRIL 2022

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>BALANCE</u>	<u>PERCENT COMMITTED</u>
FUNCTION 11 Instruction	\$13,500,000	\$7,252,836	\$6,247,164	53.72%
FUNCTION 12 Instructional Resources/ Media (Library)	\$295,250	\$110,790	\$184,460	37.52%
FUNCTION 13 Curriculum and Staff Development	\$215,000	\$104,021	\$110,979	48.38%
FUNCTION 21 Instructional Leadership	\$204,000	\$264,242	-\$60,242	129.53%
FUNCTION 23 School Leadership	\$1,400,000	\$733,215	\$666,785	52.37%
FUNCTION 31 Counseling Guidance Services	\$890,000	\$448,739	\$441,261	50.42%
FUNCTION 32 Social Work Services	\$32,000	\$2,068	\$29,932	6.46%
FUNCTION 33 Health Services	\$300,000	\$200,166	\$99,834	66.72%
FUNCTION 34 Transportation	\$465,752	\$510,519	-\$44,767	109.61%

FUNCTION 35 Food Service	\$30,000	\$0	\$30,000	0.00%
FUNCTION 36 Co-Curricular Athletics	\$827,199	\$592,336	\$234,863	71.61%
FUNCTION 41 General Administration	\$1,284,036	\$676,204	\$607,832	52.66%
FUNCTION 51 Plant Maintenance and Operation	\$2,763,664	\$1,744,967	\$1,018,697	63.14%
FUNCTION 52 Security/Monitoring Services	\$304,567	\$166,590	\$137,977	54.70%
FUNCTION 53 Data Processing	\$223,809	\$226,598	-\$2,789	101.25%
FUNCTION 61 Community Services	\$41,020	\$15,880	\$25,140	38.71%
FUNCTION 81 Facilities Acquisition and Construction	\$700,000	\$44,673	\$655,327	6.38%
FUNCTION 99 Other Intergovernmental Charges	\$40,000	\$31,894	\$8,106	79.74%
ORIGINAL BUDGET	\$23,516,297	\$13,125,739	\$10,390,558	55.82%

**GENERAL FUND REVENUE
FUND 199**

APRIL 2022

	<u>ESTIMATED</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue				
Local Revenue- Tax Revenue	\$2,080,597	\$2,233,915	-\$153,318	107.37%
Local Revenue-Interest	\$72,190	\$3,991	\$68,199	5.53%
Local Revenue-Miscellaneous	\$135,213	\$258,810	-\$123,597	191.41%
LOCAL TOTAL	\$2,288,000	\$2,496,716	-\$208,716	109.12%
State Revenue TEA	\$18,065,347	\$13,020,096	\$5,045,251	72.07%
State Funding - HB1	\$687,950	\$404,690	\$283,260	58.83%
On Behalf Payment	\$1,340,000	\$254,889	\$1,085,111	19.02%
Federal Programs Indirect Costs	\$296,303	\$412,778	-\$116,475	139.31%
ROTC	\$88,697	\$46,305	\$42,392	52.21%
STATE TOTAL	\$20,478,297	\$14,138,757	\$6,339,540	69.04%
TOTAL REVENUE	\$22,766,297	\$16,635,473	\$6,130,824	73.07%

**DEBT SERVICE FUND
FUND 599**

APRIL 2022

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue-Taxes	\$593,436	\$654,838	-\$61,402	110.35%
Local Revenue-Interest	\$9,500	\$115	\$9,385	1.21%
State Revenue	\$1,562,000	\$1,222,297	\$339,703	78.25%
TOTAL REVENUE	\$2,164,936	\$1,877,251	\$287,685	86.71%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
Function 71-Debt Service	\$2,164,936	\$1,856,167	\$308,769	85.74%
TOTAL EXPENDITURE	\$2,164,936	\$1,856,167	\$308,769	85.74%

Bank Account - WestStar Bank(4178696)					
Start Date - 04-01- 2 End Date - 04- 30-2022				Print Date: 05/11/2022 10:50 a	
Issued Checks					
Check Number	Payee		Check Date	Payment Type	Amount
50434	Samuel Hogue		04/01/2022	Paper Check	\$72.00
50435	Martin Torres		04/01/2022	Paper Check	\$72.00
50436	Debbie Betancourt		04/06/2022	Paper Check	\$1,200.00
50437	American Airlines Dept. 06413		04/06/2022	Paper Check	\$5,186.52
50438	American Multi-Cinema Inc		04/06/2022	Paper Check	\$109.45
50439	American Refrigeration Supplies		04/06/2022	Paper Check	\$1,189.18
50440	Educational Achievement Services Inc.		04/06/2022	Paper Check	\$15,125.00
50441	El Paso County Water Dist #4		04/06/2022	Paper Check	\$9,936.85
50442	Fabens Isd/food Serv Catering		04/06/2022	Paper Check	\$15.00
50443	GH Dairy		04/06/2022	Paper Check	\$2,171.10
50444	Labatt Food Service		04/06/2022	Paper Check	\$20,281.91
50445	MCI		04/06/2022	Paper Check	\$29.82
50446	Maria I. Quiroz		04/06/2022	Paper Check	\$455.00
50447	Mission Linen & Uniform		04/06/2022	Paper Check	\$314.38
50448	Proaction, Inc.		04/06/2022	Paper Check	\$8.00
50449	Segovia's Distributing		04/06/2022	Paper Check	\$547.33
50450	Southwestern Mill Distributors		04/06/2022	Paper Check	\$4,006.02
50451	TASBO		04/06/2022	Paper Check	\$135.00
50452	TASSP		04/06/2022	Paper Check	\$285.00
50453	TASSP		04/06/2022	Paper Check	\$285.00
50454	TASSP		04/06/2022	Paper Check	\$285.00
50455	UTEP College Of Education		04/06/2022	Paper Check	\$400.00
50456	Windstream Communications C/o Bank Of America, Na		04/06/2022	Paper Check	\$2,360.30
50457	Michele Gonzalez		04/06/2022	Paper Check	\$92.00
50458	Samuel Hogue		04/06/2022	Paper Check	\$306.16
50459	Miguel Soto		04/06/2022	Paper Check	\$258.00
50460	Martin Torres		04/06/2022	Paper Check	\$306.16
50462	First Financial Administrators		04/06/2022	Paper Check	\$416.36
50463	First Financial Administrators		04/06/2022	Paper Check	\$69,635.63
50464	ATPE		04/07/2022	Paper Check	\$835.00
50465	American Heritage Life		04/07/2022	Paper Check	\$25.82
50466	Met Life Insurance Company		04/07/2022	Paper Check	\$116.96
50467	Stuart C. Cox, Trustee		04/07/2022	Paper Check	\$1,277.90
50468	TSTA		04/07/2022	Paper Check	\$1,915.05
50469	Texas Aft/Peg		04/07/2022	Paper Check	\$70.00
50470	Texas Classroom Teachers Assoc		04/07/2022	Paper Check	\$17.50
50471	Unum Life Insurance Co Unum/Provident		04/07/2022	Paper Check	\$482.44
50472	Martin Lechuga		04/11/2022	Paper Check	\$378.00
50473	Affordable Floor Covers		04/14/2022	Paper Check	\$3,400.00
50474	Airgas-Southwest		04/14/2022	Paper Check	\$145.32
50475	Alert Services, Inc		04/14/2022	Paper Check	\$2,361.00
50476	American Express		04/14/2022	Paper Check	\$5,391.83
50477	American Refrigeration Supplies		04/14/2022	Paper Check	\$1,339.43
50478	Autozone	19	04/14/2022	Paper Check	\$1,031.17
50479	B & E Medical Supply and Equipment, LLC		04/14/2022	Paper Check	\$8,512.69
50480	B & H Photo Video		04/14/2022	Paper Check	\$295.90

50481	BSN LLC		04/14/2022	Paper Check	\$5,076.00
50482	Barnes And Nobles #2744		04/14/2022	Paper Check	\$720.00
50483	Blast Products LLC		04/14/2022	Paper Check	\$3,385.00
50484	Brady Industries of Texas, LLC		04/14/2022	Paper Check	\$798.87
50485	Calian Corp		04/14/2022	Paper Check	\$6,769.81
50486	Ced Credit Office		04/14/2022	Paper Check	\$865.44
50487	Chaparral Machine Services, LLC		04/14/2022	Paper Check	\$3,225.00
50488	Charter Communications Holdings LLC		04/14/2022	Paper Check	\$1,862.68
50489	Communities In Schools of El Paso, Inc.		04/14/2022	Paper Check	\$10,000.00
50490	Dell Computer		04/14/2022	Paper Check	\$5,011.36
50491	Diane Palacios		04/14/2022	Paper Check	\$120.00
50492	Director's Choice Tour & Travel		04/14/2022	Paper Check	\$947.72
50493	Dorian Business Systems, Inc.		04/14/2022	Paper Check	\$50.00
50494	Dorian Business Systems, Inc.		04/14/2022	Paper Check	\$150.00
50495	ED311		04/14/2022	Paper Check	\$245.00
50496	EKA DESIGNS		04/14/2022	Paper Check	\$115.00
50497	Educational Achievement Services Inc.		04/14/2022	Paper Check	\$3,500.00
50498	Eminence Drug-Alcohol & DNA Testing		04/14/2022	Paper Check	\$220.00
50499	Fabens Oil Co.		04/14/2022	Paper Check	\$10,535.97
50500	Famous Dave's		04/14/2022	Paper Check	\$800.00
50501	Famous Dave's		04/14/2022	Paper Check	\$640.00
50502	Famous Dave's		04/14/2022	Paper Check	\$1,215.00
50503	Ferguson Enterprises LLC		04/14/2022	Paper Check	\$557.45
50504	Follett Library Resources		04/14/2022	Paper Check	\$2,062.96
50505	Fredo LLC		04/14/2022	Paper Check	\$65.00
50506	Fulcrum management Solutions Inc.		04/14/2022	Paper Check	\$9,000.00
50507	GH Dairy		04/14/2022	Paper Check	\$5,045.50
50508	Home Depot Credit Services		04/14/2022	Paper Check	\$4,524.47
50509	IMPAC		04/14/2022	Paper Check	\$476.04
50510	Johnstone Supply		04/14/2022	Paper Check	\$169.97
50511	Julie's Promotional Products		04/14/2022	Paper Check	\$370.00
50512	Labatt Food Service		04/14/2022	Paper Check	\$18,202.58
50513	Lakeshore Learning Materials		04/14/2022	Paper Check	\$149.44
50514	Messenger Charters LLC		04/14/2022	Paper Check	\$5,050.00
50515	N2Y		04/14/2022	Paper Check	\$219.65
50516	OSMAR Construction Services, Inc.		04/14/2022	Paper Check	\$8,550.00
50517	Office Depot		04/14/2022	Paper Check	\$2,204.50
50518	Olivas Music		04/14/2022	Paper Check	\$3,911.00
50519	Perez Propane, LLC		04/14/2022	Paper Check	\$211.23
50520	Positive Action Inc		04/14/2022	Paper Check	\$935.00
50521	Premier Uniforms & Tactical Supply		04/14/2022	Paper Check	\$725.95
50522	Purchase Power		04/14/2022	Paper Check	\$100.56
50523	R. T. C., Inc.		04/14/2022	Paper Check	\$2,175.00
50524	RE Medical Associates		04/14/2022	Paper Check	\$50.00
50525	Region Xix Esc		04/14/2022	Paper Check	\$2,325.00
50526	Riverside Insights		04/14/2022	Paper Check	\$1,524.60
50527	Rocky Mountain Runnercard		04/14/2022	Paper Check	\$30.00
50528	Rudy's Country Store and BBQ		04/14/2022	Paper Check	\$198.13
50529	Segovia's Distributing		04/14/2022	Paper Check	\$5,011.60
50530	Soccer Referees Association of El Paso		04/14/2022	Paper Check	\$100.00
50531	Sonitrol of El Paso		04/14/2022	Paper Check	\$2,085.00
50532	Spectrum Technologies		04/14/2022	Paper Check	\$8,335.40
50533	Spectrum Technologies		04/14/2022	Paper Check	\$717.00
50534	Subway	20	04/14/2022	Paper Check	\$242.82
50535	TASB		04/14/2022	Paper Check	\$6.19
50536	TASSP		04/14/2022	Paper Check	\$580.00

50537	TCASE		04/14/2022	Paper Check	\$129.00
50538	Tejas Manufacturing Co.		04/14/2022	Paper Check	\$880.00
50539	Texas Gas Service		04/14/2022	Paper Check	\$19,927.69
50540	Texas School Nurse Administrator's Association		04/14/2022	Paper Check	\$280.00
50541	Verizon Business		04/14/2022	Paper Check	\$76.84
50542	Windstream Corporation		04/14/2022	Paper Check	\$3,123.32
50543	Zee Medical		04/14/2022	Paper Check	\$34.72
50544	Debbie Betancourt		04/14/2022	Paper Check	\$89.91
50545	Richard Fraire		04/14/2022	Paper Check	\$500.00
50546	Juana Martinez		04/14/2022	Paper Check	\$183.00
50547	Omar Moreno		04/14/2022	Paper Check	\$420.00
50548	Edgar Rincon		04/14/2022	Paper Check	\$183.00
50549	Lorena Salinas		04/14/2022	Paper Check	\$436.00
50550	Miguel Soto		04/14/2022	Paper Check	\$1,880.00
50554	A & M Awards		04/21/2022	Paper Check	\$35.00
50555	Alejandro Jose Acosta		04/21/2022	Paper Check	\$50.00
50556	Alfredo Valenzuela Jr.		04/21/2022	Paper Check	\$50.00
50557	American Refrigeration Supplies		04/21/2022	Paper Check	\$329.44
50558	Ancora Publishing and Safe & Civil Schools		04/21/2022	Paper Check	\$219.35
50559	Andrea T. Figueroa-Osmond		04/21/2022	Paper Check	\$50.00
50560	Andrews I. S. D.		04/21/2022	Paper Check	\$1,340.48
50561	Apple Computer Inc		04/21/2022	Paper Check	\$4,273.00
50562	Arelie Romero		04/21/2022	Paper Check	\$50.00
50563	B & H Photo Video		04/21/2022	Paper Check	\$6,781.87
50564	BSN LLC		04/21/2022	Paper Check	\$1,200.00
50565	Barnes & Noble College Booksellers, Inc.		04/21/2022	Paper Check	\$2,773.60
50566	Betty A. Halliburton		04/21/2022	Paper Check	\$50.00
50567	Blast Products LLC		04/21/2022	Paper Check	\$6,583.95
50568	Briana Rivera		04/21/2022	Paper Check	\$50.00
50569	C & M Plaque And Trophy		04/21/2022	Paper Check	\$277.50
50570	Catherine M Tabor		04/21/2022	Paper Check	\$500.00
50571	Cdw Government, Inc		04/21/2022	Paper Check	\$65.11
50572	Ced Credit Office		04/21/2022	Paper Check	\$2,310.00
50573	Cesar Cardona		04/21/2022	Paper Check	\$50.00
50574	Clint Isd		04/21/2022	Paper Check	\$2,013.73
50575	Dell Computer		04/21/2022	Paper Check	\$1,028.63
50576	Department Of Information Resource		04/21/2022	Paper Check	\$335.06
50577	Diego Morales		04/21/2022	Paper Check	\$50.00
50578	ED311		04/21/2022	Paper Check	\$210.00
50579	Ean Holdings, Llc DbA Enterprise Rent-A-Car		04/21/2022	Paper Check	\$95.72
50580	Educational Achievement Services Inc.		04/21/2022	Paper Check	\$600.00
50581	El Paso Electric Co		04/21/2022	Paper Check	\$30,144.14
50582	Enome Inc.		04/21/2022	Paper Check	\$2,000.00
50583	Eugene Analla		04/21/2022	Paper Check	\$50.00
50584	Fredo LLC		04/21/2022	Paper Check	\$88.95
50585	Frontline Education		04/21/2022	Paper Check	\$28,464.00
50586	GH Dairy		04/21/2022	Paper Check	\$6,366.70
50587	Hercules Industries, Inc.		04/21/2022	Paper Check	\$47.42
50588	Labatt Food Service		04/21/2022	Paper Check	\$13,068.80
50589	Louis D. Miller		04/21/2022	Paper Check	\$50.00
50590	Lowman Consulting LLC		04/21/2022	Paper Check	\$3,200.00
50591	Luis A. Salinas	21	04/21/2022	Paper Check	\$50.00
50592	Mci Comm Service		04/21/2022	Paper Check	\$35.89
50593	Mission Linen & Uniform		04/21/2022	Paper Check	\$350.99

50594	Mounce, Green, Myers, Safi Paxson & Galatzan		04/21/2022	Paper Check	\$1,862.00
50595	Ofelia Del Toro		04/21/2022	Paper Check	\$325.00
50596	Office Depot		04/21/2022	Paper Check	\$7,695.41
50597	Paublo Antonio Cardenas		04/21/2022	Paper Check	\$50.00
50598	Pearson Assessments & Testing		04/21/2022	Paper Check	\$233.20
50599	Proaction, Inc.		04/21/2022	Paper Check	\$150.00
50600	Proaction, Inc.		04/21/2022	Paper Check	\$6,750.00
50601	R. T. C., Inc.		04/21/2022	Paper Check	\$1,356.00
50602	Reece Supply Co		04/21/2022	Paper Check	\$1,222.00
50603	Region Xix Esc		04/21/2022	Paper Check	\$4,400.79
50604	Richard Jeffery		04/21/2022	Paper Check	\$500.00
50605	Richard Osmond		04/21/2022	Paper Check	\$50.00
50606	Rodrigo Estrada		04/21/2022	Paper Check	\$50.00
50607	Roosevelt A. Ruiz		04/21/2022	Paper Check	\$50.00
50608	Rubber Ducky Screenprinting		04/21/2022	Paper Check	\$475.00
50609	Saucedo Security Solutions		04/21/2022	Paper Check	\$486.70
50610	School Health Corporation		04/21/2022	Paper Check	\$758.79
50611	Segovia's Distributing		04/21/2022	Paper Check	\$1,251.08
50612	Southwestern Mill Distributors		04/21/2022	Paper Check	\$338.00
50613	Stuart C. Cox, Trustee		04/21/2022	Paper Check	\$1,277.90
50614	Tasa		04/21/2022	Paper Check	\$325.00
50615	Texas Department Of Public Safety		04/21/2022	Paper Check	\$37.00
50616	ULINE, Inc.		04/21/2022	Paper Check	\$883.12
50617	Valley Equipment		04/21/2022	Paper Check	\$275.00
50618	Valley Speech,language & Learning Center		04/21/2022	Paper Check	\$554.40
50619	W.W. Grainger Inc		04/21/2022	Paper Check	\$899.19
50620	Watson Pest Management		04/21/2022	Paper Check	\$1,000.00
50621	Wholesale Lumber of Fabens LLC		04/21/2022	Paper Check	\$119.53
50622	William Davis Burman		04/21/2022	Paper Check	\$50.00
50623	Xerox Financial Services, LLC		04/21/2022	Paper Check	\$299.08
50624	Leroy Bates		04/21/2022	Paper Check	\$1,446.17
50625	Samantha Delgado		04/21/2022	Paper Check	\$80.00
50626	Marcela Licerio		04/21/2022	Paper Check	\$128.00
50627	Ismael Salas		04/21/2022	Paper Check	\$336.00
50628	Maria Villarreal		04/21/2022	Paper Check	\$108.60
50644	ATPE		04/29/2022	Paper Check	\$835.00
50645	American Heritage Life		04/29/2022	Paper Check	\$25.82
50646	Amsterdam Printing And Litho		04/29/2022	Paper Check	\$469.89
50647	BARCO El Paso		04/29/2022	Paper Check	\$494.00
50648	Banes General Contractors Inc.		04/29/2022	Paper Check	\$44,672.54
50649	Barnes & Noble College Booksellers, Inc.		04/29/2022	Paper Check	\$3,974.60
50650	Bio Corporation		04/29/2022	Paper Check	\$463.03
50651	Blick Art Materials		04/29/2022	Paper Check	\$210.16
50652	Brady Industries of Texas, LLC		04/29/2022	Paper Check	\$2,279.37
50653	C & M Plaque And Trophy		04/29/2022	Paper Check	\$658.80
50654	Carlos Ramirez Jr.		04/29/2022	Paper Check	\$1,250.00
50655	Claims Administrative Services		04/29/2022	Paper Check	\$13,737.00
50656	Dell Computer		04/29/2022	Paper Check	\$2,184.06
50657	Ean Holdings, Llc DbA Enterprise Rent-A-Car		04/29/2022	Paper Check	\$424.90
50658	Fabens Isd/food Serv Catering		04/29/2022	Paper Check	\$106.25
50659	Ferguson Enterprises LLC		04/29/2022	Paper Check	\$863.40
50660	First Financial Administrators	22	04/29/2022	Paper Check	\$997.52
50661	First Financial Administrators		04/29/2022	Paper Check	\$209.19
50662	First Financial Administrators		04/29/2022	Paper Check	\$156.13

50663	First Financial Administrators		04/29/2022	Paper Check	\$69,867.60
50664	Frank's Supply Co Inc		04/29/2022	Paper Check	\$1,050.00
50665	Freshwater Horizon Press		04/29/2022	Paper Check	\$2,450.00
50666	GH Dairy		04/29/2022	Paper Check	\$1,689.70
50667	Labatt Food Service		04/29/2022	Paper Check	\$20,835.22
50668	MCI		04/29/2022	Paper Check	\$29.49
50669	Maria I. Quiroz		04/29/2022	Paper Check	\$525.00
50670	Maribel R. Navarro		04/29/2022	Paper Check	\$1,250.00
50671	Met Life Insurance Company		04/29/2022	Paper Check	\$116.96
50672	Mission Linen & Uniform		04/29/2022	Paper Check	\$184.89
50673	N.I.N.E.		04/29/2022	Paper Check	\$532.40
50674	National Restaurant Supply		04/29/2022	Paper Check	\$688.69
50675	OTC Brands Inc.		04/29/2022	Paper Check	\$573.58
50676	Ofelia Del Toro		04/29/2022	Paper Check	\$525.00
50677	Pitney Bowes Global Financial Services Llc		04/29/2022	Paper Check	\$826.38
50678	Really Good Stuff, Inc		04/29/2022	Paper Check	\$285.20
50679	Region IV Education Service Center		04/29/2022	Paper Check	\$1,708.50
50680	Region One Education Servc Ctr		04/29/2022	Paper Check	\$1,500.00
50681	Rene Humberto Garcia		04/29/2022	Paper Check	\$1,250.00
50682	Sam's Club		04/29/2022	Paper Check	\$1,081.76
50683	School Specialty LLC		04/29/2022	Paper Check	\$477.00
50684	Segovia's Distributing		04/29/2022	Paper Check	\$1,988.93
50685	Sonitol of El Paso		04/29/2022	Paper Check	\$2,987.00
50686	Stuart C. Cox, Trustee		04/29/2022	Paper Check	\$1,277.90
50687	Super Duper Inc		04/29/2022	Paper Check	\$73.84
50688	T Mobile		04/29/2022	Paper Check	\$243.40
50689	TSTA		04/29/2022	Paper Check	\$1,902.49
50690	TSTA		04/29/2022	Paper Check	\$32.46
50691	Teachers Pay Teachers		04/29/2022	Paper Check	\$3,650.00
50692	Texas Aft/Peg		04/29/2022	Paper Check	\$70.00
50693	Texas Classroom Teachers Assoc		04/29/2022	Paper Check	\$17.50
50694	Unum Life Insurance Co Unum/Provident		04/29/2022	Paper Check	\$482.44
50695	Villa Children's Therapy		04/29/2022	Paper Check	\$1,820.00
50696	Walsh Gallegos Trevino Russo & Kyle P.C.		04/29/2022	Paper Check	\$945.00
50697	Wiley Publishing Co		04/29/2022	Paper Check	\$236.79
50698	Wilson Language Training Corp.		04/29/2022	Paper Check	\$1,304.64
50699	Windstream Communications C/o Bank Of America, Na		04/29/2022	Paper Check	\$1,924.88
50700	Winsupply S El Paso TX Co.		04/29/2022	Paper Check	\$998.29
50701	Moraima Avalos		04/29/2022	Paper Check	\$619.98
50702	Debbie Betancourt		04/29/2022	Paper Check	\$59.94
50703	Maria Contreras		04/29/2022	Paper Check	\$274.98
50704	Concepcion Delgado		04/29/2022	Paper Check	\$400.00
50705	Concepcion Delgado		04/29/2022	Paper Check	\$157.87
50706	Sandra Duchene		04/29/2022	Paper Check	\$197.96
50707	Michele Gonzalez		04/29/2022	Paper Check	\$36.00
50708	Marcela Licerio		04/29/2022	Paper Check	\$36.96
50709	Maria Romero		04/29/2022	Paper Check	\$40.00
50710	Ismael Salas		04/29/2022	Paper Check	\$250.00
				Issued Checks	\$ 687,989.12
				SubTotal	
		23			

Voided Checks					
<u>Check Number</u>	<u>Payee</u>	<u>Check Date</u>	<u>Void Date</u>	<u>Payment Type</u>	<u>Amount</u>
50507	GH Dairy	04/14/2022	04/14/2022	Paper Check	\$ 5,045.50
				Voided Checks	\$ 5,045.50
				SubTotal	
				Net Amount	\$ 682,943.62

**CONTRACT BETWEEN
FABENS INDEPENDENT SCHOOL DISTRICT
AND
COMMUNITIES IN SCHOOLS OF EL PASO, INC.**

This Agreement, made this 1st day of August 2022, defines the agreement between the Fabens Independent School District (FISD), 821 N E Ave G, Fabens, Texas, 79838 and Communities In Schools of El Paso, Inc., a non-profit organization, organized under the laws of the State of Texas with offices at 1401 Pendale, Suite #300, El Paso, Texas, 79936 (CIS, or CIS of El Paso, or Contractor).

THE ABOVE-MENTIONED PARTIES AGREE TO:

The Fabens Independent School District desires to contract with Communities In Schools of El Paso for the implementation of the CIS program at the following campuses:

**Fabens High School, 601 NE G Ave., Fabens, TX 79838
Fabens Middle School, 800 Walker St., Fabens, TX 79838
Fabens Elementary School, 1200 Mike Maros St., Fabens, TX 79838
O'Donnell Intermediate School, 300 NE Camp St., Fabens, TX 79838**

CIS of El Paso will provide a total of 4 Program Coordinators for four campuses.

WHEREAS, CIS has established a comprehensive program that includes development of working relationships with community agencies in order to coordinate the delivery of needed services to at-risk students and their families; and

WHEREAS the FISD desires to implement the CIS Program, which consists of various services designed to increase student achievement through student improvement, student promotion, student graduation, and reduction of the dropout rate by keeping students in school at the campus sites identified in this Agreement; and

WHEREAS, the FISD shall have access to all CIS program materials, communications with community agencies, and all related written materials prepared or produced by CIS under this Agreement; and

WHEREAS the parties desire to work together to maximize the benefit of the CIS program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the CIS services.

NOW, THEREFORE, the parties agree as follows:

I. A. Scope of Services:

CIS will provide to the FISD the following services during the term of this agreement:

1. Develop an annual CIS campus agreement at each school site with campus administrators.

2. Develop an annual CIS Campus Plan in collaboration with campus administrators and other school personnel, CIS School Support Team, to integrate a customized CIS program for the benefit of enrolled students and their families.
3. Professional, college degreed and trained staff member assigned to the campus to implement the CIS program.
4. Development of working relationships with service agencies and business organizations to provide vital resources and support to at-risk youth who need extra support to stay on the path to graduation.
5. Integrated student supports developed to increase to increase student achievement as measured by student improvement, student promotion, student graduation, and reducing of the dropout rate by keeping students in school.
6. Provide effective assistance to students at risk of dropping out through the following six CIS Components: Supportive Guidance, Health and Human Services, Parental and Family Engagement, College and Career Awareness, Enrichment Activities, and Academic Enhancement & Support.
7. Encourage parental involvement to help students succeed in their academic endeavors.
8. Compile CIS information required for district report.
9. See Performance Measures in Part 1, B below.

CIS personnel will provide services to FISD on a 12-month, 40-hour work week schedule reporting to assigned campuses with time off provided for sick, personal, holiday, and vacation leave, as stipulated by CIS of El Paso, Inc. The 40 hours per week can be adjusted only during the same work week. However, CIS Program Coordinators cannot work more than 40 hours per week to include Saturdays.

Employee Personnel Policies are as follows:

Sick Days:

1 sick day per month for a total of 12 days per fiscal year
(Sick days are accrued)

Personal Days:

3 personal days per fiscal year (September — May)

Vacation Days (based on years of service):

0 years-less than 1 year	= no vacation
1 year-less than 2 years	= 1 week of vacation
2 years-less than 3 years	= 2 weeks of vacation
3 years-less than 10 years	= 3 weeks of vacation
10 years-less than 20 years	= 4 weeks of vacation
20 years-less than 30 years	= 5 weeks of vacation
30 years or more	= 6 weeks of vacation

B. Performance Measures

The following are the statewide goals, objectives and performance measures for the CIS program which support the legislative intent and requirements and TEA's overarching goal that all students will graduate college and career ready.

Statewide Goal 1 – Increase Student Achievement

Objective 1 – Student Improvement: CIS will help case managed students (CMS) improve in academics, attendance and behavior.

Measure

1A. 85% of CMS targeted with a barrier to success in academics will demonstrate improvement in academics.

1B. 70% of CMS targeted with a barrier to success in attendance will demonstrate improvement in attendance.

1C. 85% of CMS's targeted with a barrier to success in behavior will demonstrate improvement in behavior.

Objective 2 – Student Promotion: CIS will reduce the retention rate by helping students promote to the next grade level.

Measure

85% of CMS's will be promoted to the next grade level.

Objective 3 – Student Graduation: CIS will help students eligible to graduate receive a high school diploma or GED.

Measure

90% of the CMS's who are eligible to graduate will receive high school diploma or a GED.

Statewide Goal 2 – Reduce the Dropout Rate

CIS will address this goal through the following objective and measure:

Objective 2A – Dropout Rates: CIS will help to reduce the dropout rate by helping students stay in school.

Measure

95% of CMS will stay in school. This applies to 7-12th graders only.

CIS El Paso agrees to work to meet and/or exceed these performance measures.

II. FISD Responsibilities

1. FISD agrees to provide an office assigned only to CIS to address confidentiality at each participating campus. Additional items that are to be provided include a telephone, operating computer and printer, desk, chair, a filing cabinet with lock and key, and supplies.
2. FISD agrees to provide a district email address to CIS staff within one week of campus placement.
3. FISD agrees to provide access to district student data base/information within one week of campus placement i.e., student demographics, TEA at risk list, STAAR scores, EOC scores, Benchmark data, GPA, core course grades, students attendance rate, attendance history, disciplinary actions, conduct grades, free/reduced lunch status, etc.
4. FISD agrees to provide an ID Badge to the Program Coordinator within one week of campus placement.
5. FISD Administrative personnel at each campus agrees to collaborate with the CIS staff to ensure the process of service delivery for students and parents is a priority from assigned duties.
6. FISD Administrative personnel agree to ensure that campus/district support assignments do not overshadow the delivery of services.
7. CIS will be a partner in addressing dropout issue and will be written into the Campus and District Improvement Plans.
8. FISD will ensure that campuses will allow for CIS staff to fulfill TEA contract obligations regarding documentation and accountability.
9. CIS staff will be considered to be performing an institutional service or function of the ISD for which it would otherwise use ISD employees, at all times CIS is performing its duties under this Agreement CIS staff will be designated a school official. CIS will be permitted access to personally identifiable information subject to FERPA (20 U.S.C. § 1232g). CIS agrees to be under the direct control of the ISD as a school official and to be bound by the requirements of 34 C.F.R. 99.33 in reviewing and disclosing any personally identifiable student information.

III. CIS Personnel

CIS of El Paso represents that its personnel who will be employed to render services hereunder all have college degrees in Social Work, Psychology, and Sociology or related fields, and will provide the resumes of such personnel to this effect. Pursuant to TEC 22.0834, CIS of El Paso will certify that all CIS employees have undergone a fingerprint-based background check. CIS of El Paso certifies that CIS of El Paso will comply with all applicable requirements of Section

22.0834 of the Texas Education Code. CIS of El Paso will not assign any employee to work at a school campus if the background check reflects disqualifying information. CIS agrees to share all background check information with the FISD. If CIS or the FISD believes that any criminal history record information on a CIS employee is objectionable, CIS agrees to remove the employee from the campus and from being on any FISD property or in the regular presence of FISD students, and to assign a different employee with an acceptable background check to fulfill the duties as stated in this Contract. CIS of El Paso will certify that individuals shall be hired to conduct work at the school in accordance with the Communities In Schools of Texas Policies and Procedures Manual.

It is understood and agreed that CIS is an independent contractor and that neither it nor any employee (paid or volunteer) or agents contracted by it, or otherwise performing duties of CIS, shall be deemed for any purposes to be employees or agents of Fabens ISD. This Agreement does not create a joint venture, business partnership, agency, franchise, or employment relationship under Texas law. CIS assumes full responsibility for the actions of any such persons while performing any service incident to this Agreement, and CIS shall remain solely responsible for their supervision, daily direction and control, payment, if any, of salaries (including withholding of income taxes and social security), workers' compensation, and disability benefits and like requirements and obligations.

IV. Insurance Coverage

General Requirements: Contractor will procure and maintain the applicable insurance coverage described below, as well as any other insurance FISD may require. Such insurance is to be primary with respect to any other similar insurance available to FISD regardless of the provisions of such insurance and is to name FISD as additional insured. All policies on which FISD is named additional insured must contain (i) a breach of warranty provision guaranteeing that FISD will be insured regardless of breach by contractor, and (ii) a waiver of subrogation by the insurers in favor of FISD. Contractor will furnish FISD with certificates and additional insured endorsements evidencing the specified insurance prior to beginning the Work and, if requested by FISD, copies of the insurance policies themselves. Such certificates must provide that at least 30 days prior written notice of any policy cancellation or material change be given to FISD. All insurance must be obtained from insurance carriers with a Best's rating of at least "A-10" and that are otherwise acceptable to FISD. Contractor will require Subcontractors to also maintain all such insurance set forth below and to provide FISD with such certificates of insurance, additional insured endorsements, breach of warranty provisions, and, if requested, certified copies of the policies themselves. The failure of Contractor to comply with the requirements of this paragraph prior to the commencement of the Work will be grounds for cancellation or suspension of this contract by FISD without notice at any time during such failure of compliance. Any losses incurred by FISD arising from the performance of the Work, whether or not covered by the insurance described below or within the deductible of such insurance, will be the responsibility of contractor to the extent they are covered by the indemnity provisions or any other provisions of the Contract Documents.

1. Automobile Liability Insurance:

- a. Combined Bodily Injury and Property Damage Liability limits of not less than \$1,000,000 per occurrence.
- b. This insurance must apply to all owned, leased, non-owned, or hired vehicles used by or on behalf of Contractor in connection with the Work. The policy shall include an Additional Insured Endorsement naming FISD as an additional insured with respect to the operation of Approved Contractor's and Subcontractors' autos.

2. General Liability Insurance:

- a. Limit of liability not less than \$1,000,000 per occurrence.
- b. Broad form property damage coverage.
- c. Contractual liability for obligations assumed in the Contract with FISD.
- d. Products and completed operations liability.
- e. Bodily injury and property damage resulting from incidental professional liability.

3. Workers' Compensation Insurance:

The policy will be written in accordance with the laws of the State in which the work will be performed. The Worker's Compensation policy shall also include the following Employer's Liability coverage with limits not less than the following:

- a. \$500,000 Bodily Injury by Accident
- b. \$500,000 Bodily Injury by Disease
- c. \$500,000 Policy Limit by Disease

- 4. Errors and Omissions insurance will be provided in such amounts as FISD may require with limits of liability of not less than \$1,000,000 per occurrence.**

V. Duration of Services

This Agreement shall become effective on August 1, 2022, and shall terminate on July 31, 2023, unless otherwise terminated as set forth herein. FISD and CIS will have the option to renew the agreement on mutually acceptable terms. Any such renewal shall be in writing and is subject to approval and funding by the FISD Board of Trustees.

VI. Compensation and Method of Payment

For and in consideration of the services to be performed by Communities In Schools of El Paso, Inc. under this Agreement, the Fabens Independent School District shall pay to Communities In Schools of El Paso, Inc. the amount of \$120,000.00 for the completion of the work made the subject of this Agreement. This amount will be paid to CIS over the term of this Agreement while the Agreement is in effect and not otherwise terminated by either party. Payment under this Agreement shall be divided into 12 equal monthly installments in the amount of \$10,000.00. The first payment is due no later than August 31, 2022; the final

payment is due no later than July 30, 2023, unless this Agreement is otherwise terminated. No payment shall be due for any period of time following termination of the Agreement.

VII. Additional Provisions

A. CIS Employees. All persons assigned to FISD under this Contract by CIS shall be the employees of CIS and shall not be employees of FISD. CIS shall be responsible for payment of all salary, compensation, and benefits of all its employees, and shall have all liability and responsibility with respect to its Employees. FISD shall not have any responsibility or liability regarding any CIS employees.

B. Risk Allocation. FISD shall not be liable to CIS for any claims, causes of action, liability, expense, attorneys' fees, costs, injuries, damages, or other losses arising from the conduct of CIS employees and the services provided by CIS employees pursuant to this Contract. Each party shall bear its own risk of loss and shall not be liable for any acts or omissions of the employees of the other party. CIS agrees at all times to defend, indemnify, and hold harmless FISD, its trustees, officers, employees, and agents from and against any and all claims for damages for injuries and other losses, including costs and attorneys' fees, resulting directly or indirectly from any act or omission of CIS's officials, employees, agents, subcontractors or volunteers arising out of the performance of this Agreement, whether such claims are asserted before or after the termination of this Agreement.

C. Governmental Immunity. FISD hereby reserves, and does not waive, its right to governmental and sovereign immunity from litigation or liability arising out of the Texas Tort Claims Act, the Texas Constitution, and applicable common law. This Contract is not a consent to suit by FISD. This Contract shall not constitute the agreement by FISD to pay attorneys' fees in the event of litigation between the parties.

D. Compliance with FERPA. CIS and its employees assigned to FISD schools pursuant to this Contract shall comply with all terms and conditions of the Family Educational Rights and Privacy Act, 20 USC 1232g, and applicable state law which requires that all personally identifiable student records be kept confidential and not released except as provided under applicable law. Any violation of the terms of federal or state law by CIS employees relating to personally identifiable student records shall constitute grounds for immediate termination of this Contract.

E. No Assignment. Neither party may assign any rights or obligations under this Agreement without the written consent of the other party.

F. This Agreement shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning this Agreement is fixed in any Court of competent jurisdiction in El Paso County, Texas.

III. Termination of Services

This agreement may be terminated prior to the expiration of the term hereof as follows:

1) by mutual written Agreement of the parties; or 2) with or without cause by either

party giving (30) days written notice to the other party. Notice shall be delivered in writing to the following:

- a. To Fisd: Dr. Veronica Vijil
- b. To CIS: Mr. Robert Shaw

Upon termination of the Agreement, Fisd shall be liable only for payment for services performed up to the date of termination, calculated on a pro rata basis through the last day of service.

COMMUNITIES IN SCHOOLS OF EL PASO

FABENS I.S.D.

By: 

By: _____

Title: Executive Director

Title: Superintendent

Date: 5/11/2022

Date: _____

EDUCATIONAL AFFILIATION AGREEMENT

between

FABENS INDEPENDENT SCHOOL DISTRICT

and

THE UNIVERSITY OF TEXAS AT EL PASO

This Agreement is entered into effective as of the date of last signature below, between the Fabens Independent School District ("FISD" or "District" indistinctly) and The University of Texas at El Paso, a Texas State Agency, Texas Public Institution of Higher Education and member institution of The University of Texas System ("UTEP") for the joint exercise of their authority.

RECITALS:

WHEREAS, UTEP students in its College of Education Teacher Preparation Program are required to do clinical student teaching as part of their degree program; and

WHEREAS, UTEP and the District have a history of collaborating in placing student teachers to perform their practicum education at FISD schools; and

WHEREAS, UTEP has obtained external support for the implementation of a new program regarding teacher training and student teaching that involves collaboration between schools, colleges of education, PreK-12 schools, and school districts and is known as a "*Full Year Clinical Teaching Residency Program*".

NOW, THEREFORE, in consideration of the mutual commitments contained in this Agreement, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to allow UTEP and FISD to implement the *Full Year Clinical Teaching Residency Program* in the District ("Program"). The Program differs from prior traditional teacher preparation models primarily in having specifically recruited and trained Mentor Teachers, teacher candidates who commit to a year-long residency program, and a full-time UTEP Site Coordinator for the Residency Program. A shared Governance Committee will provide leadership and oversight of the Program. During the initial year of implementation, the Program will receive technical support from the University-School Partnerships for the Renewal of Educator Preparation ("US PREP") National Center housed at Texas Tech University. The US PREP model includes professional development, technical support, and data sharing focused on the transformation of university-based teacher preparation programs in Texas and nationwide.

2. Definitions.

- 2.1. Mentor Teacher - a certified teacher that models good teaching and wise counseling; primarily responsible for supervising the work and activities of the Residents while performing student teaching.
- 2.2. Resident - a UTEP student who is a Teacher Candidate in his/her final year of the Teacher Preparation Program.
- 2.3. Site Principal – The Principal of a District school at which Residents perform student teaching under the supervision of Mentor Teachers.
- 2.4. Course Instructor - a College of Education faculty member.
- 2.5. UTEP Site Coordinator - a College of Education faculty member housed within the District to administer, coach, and evaluate Residents, teach courses, and coordinate and provide relevant Professional Development to Mentor Teachers.
- 2.6. Teacher Preparation Program - a professional preparation program for teacher certification according to the standards of the State Board of Educator Certification.
- 2.7. Professional Development (in-service) - activities designed to improve Mentor Teachers' effectiveness and increase their students' learning and achievement.
- 2.8. Governance Committee - a leadership and oversight committee for the Program as described in Section 5 of this Agreement.
- 2.9. Resident Improvement Plan (Plan) - a detailed improvement and accountability plan of action developed for UTEP Residents identified as falling far below the college's academic and/or professional standards or Program expectations.
- 2.10. FERPA. Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g)
- 2.11. PK-12 Student. A PK-12 student enrolled in FISD schools.

3. District Obligations.

Pursuant to the terms of this Agreement, the District shall:

- 3.1. Recruit and provide high-quality Mentor Teachers sufficient in numbers for a cohort of up to 6 Residents, without additional compensation from UTEP.
- 3.2. Provide a classroom during after school hours sufficient in size to host up to 6 UTEP students, solely for conducting teacher education courses, seminars, and student counseling.
- 3.3. Provide office space at a site for the UTEP Site Coordinator that is secure and adequate for administrative duties and for individual conferences with Residents.
- 3.4. Share and analyze student achievement/benchmark data with UTEP for the purpose of improving student learning and for program improvement.
- 3.5. Assign Mentor Teachers, in conjunction with the UTEP Site Coordinator, to actively supervise, mentor and evaluate their assigned Residents using UTEP processes and performance assessment tools.

- 3.6. Provide opportunities for the Residents to attend district-level and school-level professional development activities.
- 3.7. Provide wireless internet access to Residents while at District facilities in conformance with District's Acceptable Use Policy.

4. UTEP Obligations.

Pursuant to this Agreement, UTEP shall:

- 4.1. Provide at its sole cost a full-time UTEP Site Coordinator employed by the UTEP College of Education to carry out the duties designated for the Program.
- 4.2. Consistent with UTEP hiring processes, utilize the cooperating district Governance Committee to provide recommendations to the Dean regarding potential Course Instructors for the Program.
- 4.3. Adapt and support programming that helps Program graduates meet state and federal guidelines, as well as district needs, for high-quality teacher preparation.
- 4.4. Assure that all Residents selected for participation in Program have satisfactorily completed all portions of the UTEP curriculum that are a prerequisite for participation in the Program.
- 4.5. Verify that prior to any UTEP Site Coordinator's, Course Instructor's, or Resident's initial interaction with District PK-12 Students at any District site under this Agreement, that such person undergoes background clearance as required by law.
- 4.6. To the extent not in conflict with UTEP's policies and procedures, comply with District policies and procedures that are made known to the UTEP College of Education and ensure that the UTEP Site Coordinator, all Course Instructors, and all Residents are aware of these policies.
- 4.7. Inform all UTEP Residents and personnel participating in the Program that they are required to comply with the rules and regulations of FISD while on premises of FISD schools and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by FISD.
- 4.8. Provide upfront and ongoing training to Mentor Teachers about the Program and their role and responsibilities.
- 4.9. Inform Residents that all student teaching or related work performed at the District is without compensation or employee benefits and that there is no promise or expectation of employment at the District or UTEP at any time.
- 4.10. Place a Resident on a Resident Performance Improvement Plan (Plan), monitor performance, and enforce Plan provisions when appropriate to ensure that Residents perform satisfactorily in the assessment by FISD and UTEP.
- 4.11. Remove a Resident from the assignment to the Program when FISD determines that the Resident has violated the rules and regulations of FISD; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the FISD or threatens the safety of FISD personnel or students.

5. Governance Committee.

Pursuant to this Agreement, the Parties shall each in good faith actively participate in shared governance for the collaboration under the Program, including the following:

- 5.1. The Governance Committee shall be comprised of a minimum of Five (5) and a maximum of twelve (12) members based on the number of District campuses participating in Residency Placements.
- 5.2. The District shall appoint to the Governance Committee the Superintendent of the District or designee, the Site Principals, and such other members as the District determines appropriate, who are familiar with the Program.
- 5.3. UTEP shall appoint to the Governance Committee the Dean of the College of Education or designee, the UTEP Site Coordinator, UTEP program leads, and such other members as the UTEP determines appropriate.
- 5.4. Convene and attend Governance Committee meetings twice per semester and additionally as needed to address concerns or provide additional communication regarding the Program.
- 5.5. Actively participate in evaluation of UTEP in-service and pre-service teacher education program effectiveness, specifically including whether through the Program the Residents are learning key skills needed from the District's perspective.
- 5.6. Support for the distribution of program/graduate effectiveness surveys to District personnel in order to document the outcomes and effectiveness of the Program.
- 5.7. Support the distribution of PK-12 Student surveys for the purposes of professional learning.
- 5.8. Ensure that roles and responsibilities of the Site Coordinator and key operational components of the Program are established in writing and are updated as needed, consistent with this Agreement.
- 5.9. Ensure that the roles and responsibilities of UTEP and the District when applying for or performing under any grants awarded for support of the Program are established in writing and are previously agreed to by both Parties. The Governance Committee shall be provided advance notice of any grants sought by UTEP related to the Program. Absent express written agreement by the Governance Committee, there shall be no recourse against the District for expenditures made with grant funds.
- 5.10. Ensure that the Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- 5.11. Permit representatives of the accrediting entity for Fisd and/or UTEP to have reasonable access to premises of Fisd school for purposes related to the accreditation process.

6. FERPA

- 6.1. As to the educational records of Residents, UTEP is responsible for ensuring compliance with applicable privacy legislation and all other applicable laws and regulations including yet not limited to the confidentiality of personally identifiable student records under FERPA and applicable state law. For purposes of this Agreement, pursuant to FERPA, UTEP hereby designates Fisd, a Resident's Mentor Teacher, Site Principal, and Governance Committee members as school officials with a legitimate educational interest in the educational records of any Resident who participates in the Program to the extent that access to the records is required by Fisd to carry out the Program. Fisd agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

6.2. As to the educational records of any PK-12 Student, Fisd is responsible for ensuring compliance with applicable privacy legislation and all other applicable laws and regulations including yet not limited to the confidentiality of personally identifiable student records under FERPA and applicable state law. For purposes of this Agreement, pursuant to FERPA, Fisd hereby designates a Resident who is a designated student teacher of a PK-12 Student as a school official with a legitimate educational interest in the educational records of such PK-12 Student to the extent that access to the records is required by the Resident to carry out the Full Year Clinical Teaching Residency Program. Each Resident shall agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

7. Term.

This Agreement will be effective from the date of last signature below ("Effective Date") and ending five (5) years from Effective Date.

8. Termination.

Except as otherwise provided in this Agreement and applicable law, rule and regulation, this Agreement may only be terminated by written notification of either Party to the other Party at least six (6) months prior to the termination date. The Parties agree to use their best efforts to allow sufficient opportunity for Residents participating in the Program to graduate prior to the effective date of termination. Upon termination, unless otherwise expressly provided, any property purchased in furtherance of this Agreement shall remain the property of the Party that purchased such property.

9. Notices.

All notices required under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such Party's designated representative at the address as follows:

If to Fabens ISD
Fabens Independent School District
Dr. Veronica Vijil
Superintendent of Schools
PO Box 697
Fabens, Texas 79838

If to UTEP:
The University of Texas at El Paso
Attn. Provost and Vice President for
Academic Affairs
500 W. University Ave
El Paso, TX 79968

or such other address or addressee as later provided by a Party through written notice signed by a duly authorized representative to the other Party.

11. Disputes:

This Agreement is based on the common trust and good faith of the Parties. In case of disputes concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to find an amicable resolution to said dispute(s) through informal discussions between the Parties' duly authorized representatives.

12. Amendment and Assignment:

Any changes or amendments to this Agreement may only be made by mutual written agreement of the Parties signed by duly authorized representatives of each of the Parties. This Agreement may not be assigned by either Party without the express written consent of the other Party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement. No oral representations of any officer, agent, or employee of FISD or UTEP shall affect or modify any obligations of either Party under this Agreement.

13. Entire Agreement:

This Agreement and any subsequent amendments hereto constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a Party hereto.

14. Budgetary Considerations

Resources for implementation of this Program may come from either Party, depending upon budgetary availability. Neither Party is obligated to expend any resources in connection with the Program unless specifically stated otherwise in this Agreement. No implementation of any portion of the Program may be initiated prior to the written assurance of such budgetary availability to the other Party hereto. To the extent any external funding is required by a Party in order to implement the Program and funding for such purposes is not appropriated to that Party or is not otherwise available to the Party, the Party shall have no further financial obligations upon such determination. Should either Party not have funding to carry out any obligations of a particular exchange effort conducted under the Program, it shall immediately notify the other Party of such fact and of such portions of the Program that may be deemed terminated or modified due to the lack of funding.

15. Relationship of the Parties.

This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the Parties. The Parties to the Agreement are acting as independent contractors. Faculty and Mentors who participate in the Program remain employees of their home organization.

16. Use of Institutions' Name; Advertising and Publicity.

Neither Party shall use the other Party's name, or any name that is likely to suggest that it is related to the other party, in any advertising, promotion or sales literature without first obtaining the written consent of the other Party.

17. Waiver.

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates established below.

THE UNIVERSITY OF TEXAS AT EL
PASO

THE FABENS INDEPENDENT SCHOOL
DISTRICT

By: _____
John Wiebe,
Provost and Vice President for Academic
Affairs

By: _____
Dr. Veronica Vijil
Superintendent of Schools

Date: _____

Date: _____

GROW YOUR OWN PROGRAM AGREEMENT

This Grow Your Own Residency Program Agreement ("Agreement") is made by and between Fabens Independent School District at El Paso, TX ("FISD" or "School District" indistinctly) and The University of Texas at El Paso, a Texas State Agency, Texas Public Institution of Higher Education and member institution of The University of Texas System ("UTEP" or "University" indistinctly).

WHEREAS, FISD has been awarded funding to participate in the "*Grow Your Own Program*" funded by the Texas Education Agency; and

WHEREAS, the purpose of this Agreement is to allow UTEP and FISD to implement the *Grow Your Own* ("GYO") teacher preparation program with a clinical residency model ("Program"). The purpose of the Program is to recruit and retain high-quality teachers from within FISD who are prepared in close partnership with the UTEP Educator Preparation Program. The Program differs from prior traditional teacher preparation models primarily in having specifically recruited and trained mentor teachers, and teacher candidates, who commit to an intensive residency preparation program, and a UTEP site coordinator who provides coaching and support for GYO Residents. A shared governance committee will provide leadership and oversight of the Program.

WHEREAS, FISD and University wish to collaborate to achieve Program goals;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

A. School District agrees to:

1. Recruit and select at least one (1) yet no more than six (6) paraprofessionals, instructional aides, and/or long-term substitutes who will earn a bachelor's degree and/or teacher certification within two (2) years ("Candidate").
2. Notify UTEP of the list of Candidates for the corresponding semester in a timely manner in accordance with UTEP scholarship processing procedures.
3. Provide the appropriate scholarship for tuition and fees up to the amount of \$4,500.00 (Four Thousand Five Hundred Dollars and 00/100) per academic program semester for up to four (4) semesters.
4. Secure an agreement with the Candidate in which the Candidate commits to remain in the School District for an agreed upon length of time as a condition of receiving the scholarship.
5. Provide job-embedded training, flexibility of training locations and schedules, a cohort approach, and consistent support encouraging persistence and sustainability.
6. Pay scholarship funding reflective of the designated Candidates up to the designated amount each semester.

7. Attend all Program related trainings and/or meetings, including those required by TEA.
8. Gather, compile, and report data as outlined in the TEA Program Guidelines, as well as any other TEA fiscal or data requirements.
9. Work closely with University to continue to develop a partnership towards a long and sustainable program that may continue after the current TEA program funding ends.

B. University agrees to:

1. Subject to Candidates' acceptance to the corresponding academic program in accordance with University academic program requirements, enroll qualified Candidates in University courses that meet the requirements of the University's academic program.
2. Based on the information provided by FISD and receipt of the funding for the tuition and fees associated with the Candidates, disburse the scholarship funds up to the designated scholarship amount each semester.
3. Upon receipt from FISD of the corresponding funds, apply scholarship funds received from FISD, toward the tuition and fees associated with the designated Candidates.
4. Collaborate with FISD and provide ideas on how to promote persistence in the educator preparation program.
5. Collaborate with FISD in gathering, compiling, and reporting data as permitted by applicable law, including yet not limited to data privacy laws.
6. Serve as a resource for FISD through consultation related to the Program.
7. Work closely with FISD to continue to develop a partnership towards a long and sustainable program that may continue after the current TEA program funding ends.

C. General Terms

1. UTEP hereby designates FISD, as school officials with a legitimate educational interest in the educational records of any Candidate who participates in the Program to the extent that access to the records is required by FISD to carry out the Program. FISD agrees to maintain the confidentiality of the educational records in accordance with the provisions of the Family Educational Rights and Privacy Act
2. This Agreement will be effective from the date of last signature below ("Effective Date") and ending two (2) years from Effective Date.

3. Except as otherwise provided in this Agreement and applicable law, rule and regulation, this Agreement may only be terminated by written notification of either party to the other party at least six (6) months prior to the termination date. The parties agree to use their best efforts to allow sufficient opportunity for Candidates participating in the Program to graduate prior to the effective date of termination.
4. In signing this Agreement, the individuals acknowledge that they are authorized representatives of their corresponding party, permitted to legally bind the entity for the terms and conditions herein.
5. This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to the subject matter of this Agreement.
6. This Agreement may not be modified except by mutual written agreement of the parties executed by duly authorized representatives subsequent to this Agreement.
7. This Agreement is based on the common trust and good faith of the parties. If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the parties.
8. All notices required under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative at the address shown for each party.

If to FISD:
Fabens Independent School District
Attn. Dr. Veronica Vigil
Superintendent of Schools
Address:

If to UTEP:
The University of Texas at El Paso
Attn. Provost and Vice President for
Academic Affairs
500 W. University Ave
El Paso, TX 79968

or such other address as later provided by a Party through written notice signed by a duly authorized representative to the other Party.

9. Budgetary Considerations. Resources for implementation of this Program may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with the Program unless specifically stated otherwise in this Agreement. No implementation of any portion of the Program may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement the Program and funding for such purposes is not appropriated to that party or is not otherwise available to the party, the party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular exchange effort conducted under the

Program, it shall immediately notify the other party of such fact and of such portions of the Program that may be deemed terminated or modified due to the lack of funding.

10. Relationship of the Parties. This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties to the Agreement are acting as independent contractors. Candidates, faculty and mentor teachers who participate in the Program remain employees of their home organization.

11. Use of Institutions' Name; Advertising and Publicity. Neither party shall use the other party's name, or any name that is likely to suggest that it is related to the other party, in any advertising, promotion or sales literature without first obtaining the written consent of the other party.

12. Waiver. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the dates established below.

THE UNIVERSITY OF TEXAS AT EL PASO

THE FABENS INDEPENDENT SCHOOL
DISTRICT

By: _____
John Wiebe, Ph.D
Provost and Vice President for Academic Affairs

By: _____
Dr. Veronica Vigil
Superintendent of Schools

Date: _____

Date: _____

May 2022

Grow Your Own Fabens ISD

Education and Training Teacher Stipend

Memorandum of Understanding

You were recommended by your current supervisor to receive a stipend for the 2022- 2023 school year in the amount of \$2,500 to participate in an Education and Training Pathway at Fabens ISD. There are general and fiscal guidelines which must be upheld as part of this Memorandum of Understanding. The information below outlines these guidelines.

The purpose of TEA's Grow Your Own, "GYO," program is to facilitate increased entry of qualified, diverse candidates into the teaching profession, particularly in rural and small school settings by elevating the perception of the teaching profession through the expansion of high-quality Education and Training (E&T) courses at the high school level.

Education and Training Teacher Stipend Recipients

1. Must hold a standard or life teacher certificate in the state of Texas,
2. Must currently be employed as a teacher within the Fabens ISD during the 2021–2022 school year,
3. Must establish and grow a chapter of a Career and Technical Student Organization (CTSO) that supports the Education and Training career cluster (Texas Association of Future Educators or Family, Career and Community Leaders of America) and participate in at least one competitive event per year each grant year,
4. Must pilot the E&T curriculum if they are not currently using a high-quality Education and Training curriculum and agree to receive implementation supports and coaching,
5. Must participate in focus groups and surveys to give input on the E&T Curriculum upon request,
6. Must be the teacher of record for at least one section of the Principles of Education, Instructional Practices, or Practicum in the 2022–2023 school year and at least two sections in the 2023–2024 school year,
7. Must attend a Summer Institute covered by the stipend. Fabens ISD has selected:

Virtual Institute

Dates: July 18-20, 2022

Location: Virtual (Zoom)

Required Attendees:

44

Day 1: E&T educators, campus administrator(s), college/career counselor(s)

Day 2: E&T educators

Day 3: E&T educators

Optional Attendees:

Day 1: Grant managers, UTEP or EPCC partners, student ambassadors

Day 2: College/career counselors, student ambassadors

Day 3: College/career counselors, student ambassadors

This Memorandum of Understanding may be modified at any time due to Texas Education Agency regulations and/or changes as well as Fabens ISD's policies and/or changes. The Memorandum of Understanding shall become effective upon your signature as well as the signature of a District Official. This Memorandum of Understanding shall not be construed as an employment contract and does not give the Grow Your Own participant any right to continued employment and/or future contract with your current school district. Employment contracts are subject to final approval by the district's Board of Trustees. This Memorandum of Understanding will remain in effect until modified or terminated by administration and/or failure to uphold criteria of the Grow Your Own grant awarded by the Texas Education Agency.

Contact Information

Dr. April Galaviz

Grow Your Own Grant Director

915-765-2600

agalaviz@fabensisd.net

Michele Gonzalez

Fabens ISD Assistant Superintendent

915-765-2602

mbgonzal@fabensisd.net

Dr. Veronica Vijil

Fabens ISD Superintendent

915-765-2600

vvijil@fabensisd.net

Signatures:

GYO Teacher Stipend Recipient Signature

Date

Michele Gonzalez, Assistant Superintendent

Date

Dr. Veronica Vijil, Superintendent

Date

May 2022

Grow Your Own Fabens ISD

Memorandum of Understanding

Congratulations on being awarded the 2022-2024 "Grow Your Own" grant scholarship. You were recommended by your current supervisor and selected from eligible applicants to be a recipient of this grant. There are general and fiscal guidelines which must be upheld as part of this Memorandum of Understanding. The information below outlines these guidelines.

The purpose of TEA's Grow Your Own, "GYO," program is to provide financial support to current Fabens ISD instructional assistants or substitute teachers who are actively seeking to obtain Texas Educator Certification on or before May 31, 2024. You were selected because you are/were a proven and dedicated staff member who desires opportunities for advancement in the field of teaching. As a recipient of this grant scholarship you are agreeing to:

1. Abide by a graduation plan developed with your College academic advisor which shows your path to obtaining your Bachelor's degree while maintaining a 2.75 GPA each semester; OR abide by an alternative certification plan developed with your Alternative Educator Preparation Program which shows the path of completion of the program. PLANS MUST BE SUBMITTED TO AND APPROVED BY YOUR CAMPUS PRINCIPAL AND SUPERINTENDENT.
2. Attain Texas Educator Certification on or before May 2024;
3. Receive grant money with the following conditions: grant money will be prepaid as a scholarship twice a year: First Thursday in August and the Second Thursday in January. Funds are to be applied to tuition, fees, books, and other costs incurred while obtaining a bachelor's degree and/or certification. Scholarship amount is dependent on chosen path to certification.
4. Provide receipts for educational expenses upon request of UTEP and/or Fabens ISD.

Upon graduation or the alternative certification program completion AND attainment of Texas Educator Certification, you are agreeing to the following conditions in seeking employment with Fabens ISD as a teacher in your area of certification:

1. Fulfill all requirements of the TEA/Fabens ISD Grow Your Own grant,



2. Accept all interview requests from Fabens ISD in your certification area up to an offer of employment by Fabens ISD;
3. Agree not to enter into a contract with another Texas or out of state ISD for a period of three years unless released by Fabens ISD;
4. Accept an offer of employment and teach full time in the area of certification at Fabens ISD for 3 consecutive years unless otherwise approved by the GYO Committee.

This Memorandum of Understanding may be modified at any time due to Texas Education Agency regulations and/or changes as well as Fabens ISD's policies and/or changes. The Memorandum of Understanding shall become effective upon your signature as well as the signature of a District Official. This Memorandum of Understanding shall not be construed as an employment contract and does not give the Grow Your Own participant any right to continued employment and/or future contract with your current school district. Employment contracts are subject to final approval by the district's Board of Trustees. This Memorandum of Understanding will remain in effect until modified or terminated by administration and/or failure to uphold criteria of the Grow Your Own grant awarded by the Texas Education Agency.

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 Fabens ISD Assistant Superintendent
 915-765-2602
 mbgonzal@fabensisd.net

Dr. Veronica Vijil
 Fabens ISD Superintendent
 915-765-2600
 vvijil@fabensisd.net

Signatures:

GYO Recipient Signature

Date

Michele Gonzalez, Assistant Superintendent

Date

Dr. Veronica Vijil, Superintendent

Date

FABENS ISD

Lone Star Governance – Student Outcome Goals Board Agenda Item

TITLE	Goal Progress Measures Report	Date Requested	5-11-22
Requested By:	M. Gonzalez	Approximate Time	
Division Approval:		Action Needed:	no
Action Requested:		Information Only:	yes
People Participating In Presentation:	M. Gonzalez	Who Has Been Involved:	M. Gonzalez S. Hogue N. Samayoa L. Flores V. Vijil
How Will It Benefit the District's Mission/Goals?	This GPM supports Board Goal 3 and Student Outcomes Reporting	How Will Request Be Financed?	-
		Cost to District:	-

1. Goal Progress Measure 3.3 Advanced Placement
2. CCMR Outcomes Bonus
3. COVID Recovery Models

Fabens Independent School District

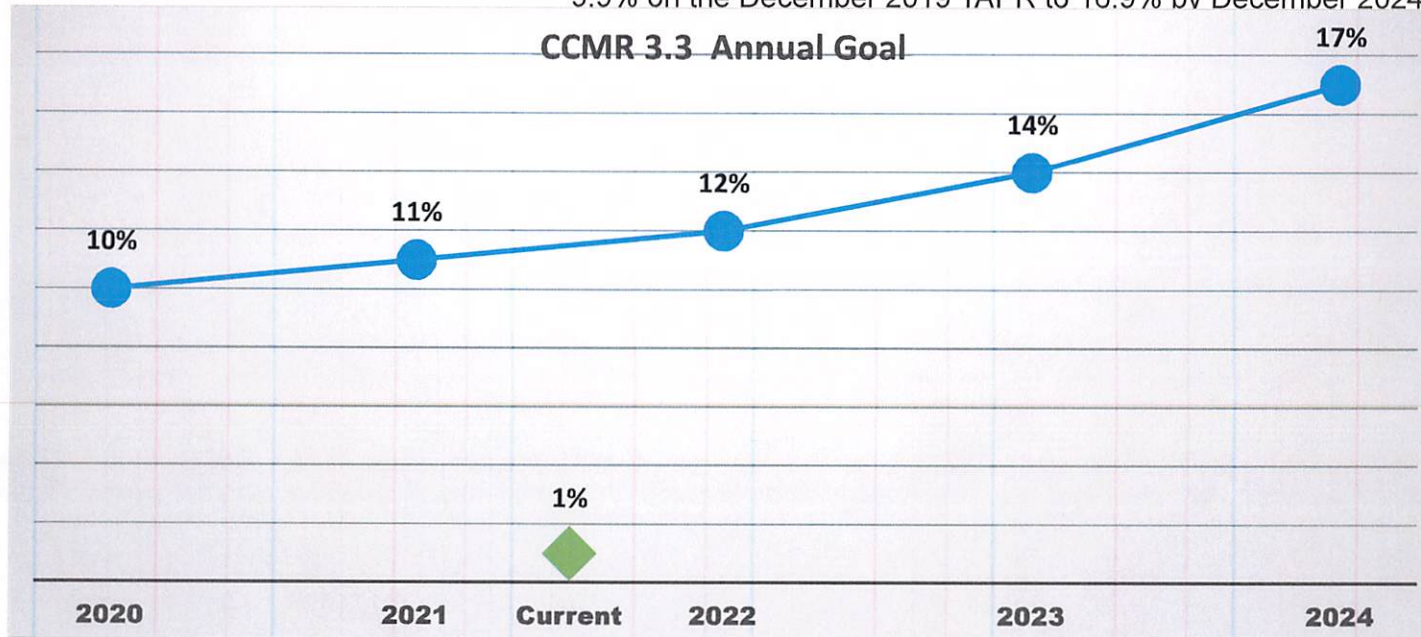
Goal Progress Measures 3.3

Monitoring Report– May 18, 2022



Goal 3: The percent of graduates that meet the criteria for CCMR will increase from 73% on the December 2019 TAPR to 80% by December 2024 (Latest Report at 78%)

Goal Progress Measure 3.3: The percent of graduates that meet the criteria for CCMR through Advanced Placement Examination will increase from 9.9% on the December 2019 TAPR to 16.9% by December 2024



As of this month

We are currently at 1.25% of seniors meeting the CCMR 3.3 goal. A 10.75% difference.

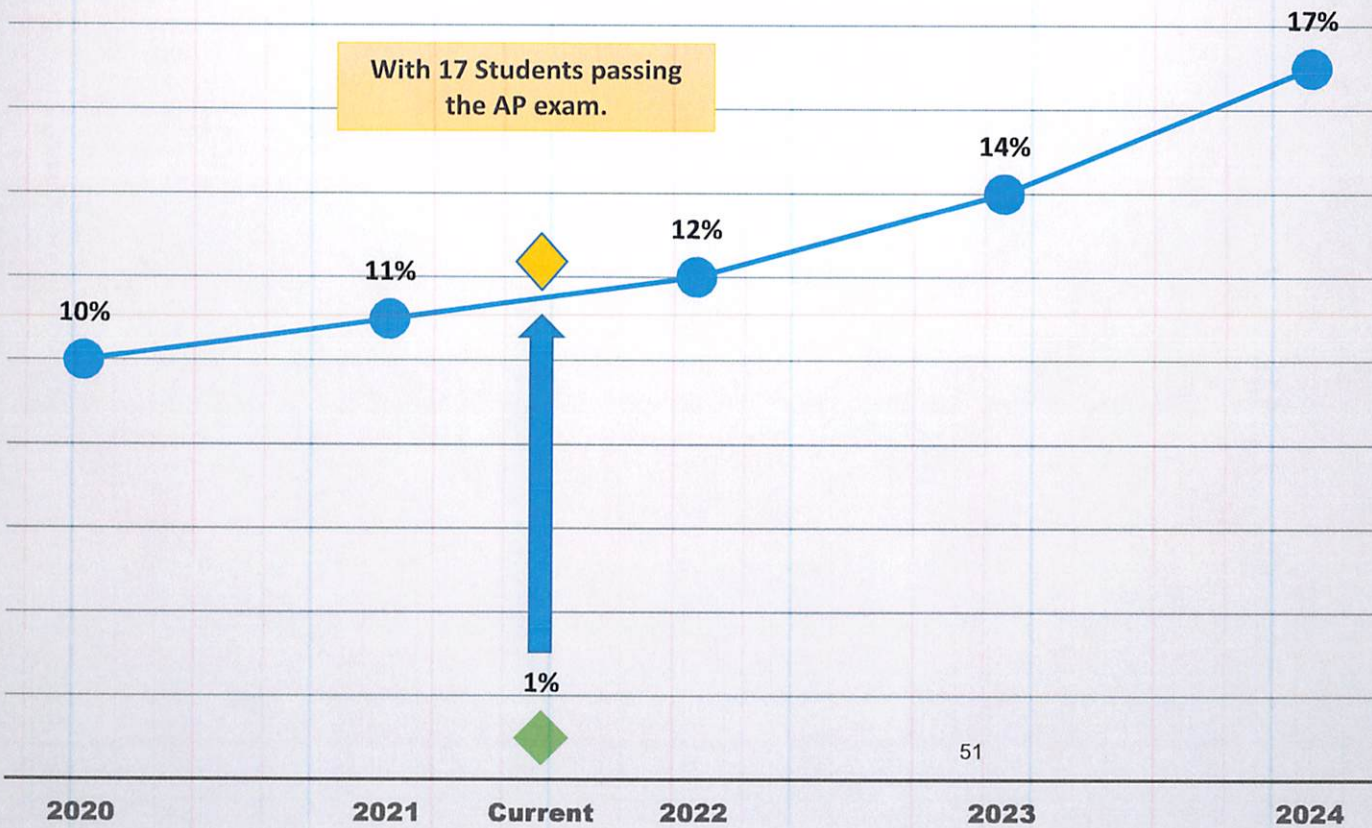
The total completion can only be calculated at end of school year May 2022.

Student Group Goals					
	Current		Target		
	#	%	#	%	
All Students	2	1.25%	19	12%	
Hispanic	2	1.27%	19	12%	
Economically Disadvantaged	2	1.47%	16	12%	
Emergent Bilingual	2	2.30%	7	8%	

Goal 3: The percent of graduates that meet the criteria for CCMR will increase from 73% on the December 2019 TAPR to 80% by December 2024 (Latest Report at 78%)

Goal Progress Measure 3.3: The percent of graduates that meet the criteria for CCMR through Advanced Placement Examination will increase from 9.9% on the December 2019 TAPR to 16.9% by December 2024

CCMR 3.3 Annual Goal



Current standing on CMR 3.3

We currently have 2 seniors that have passed an Advanced Placement exam. That is **1.25%** of the senior class. We need **17** more students to bring us to **12%**

44 Students are set to test this May.

Students Needed to Meet Our Goal

All Students	17	10.75%
Hispanic	17	10.73%
Economically Disadvantaged	14	10.53%
Emergent Bilingual	5	5.70%

CCMR Outcomes Bonus



CCMR Accountability and CCMR Outcomes Bonus



**College
Ready**



CCMR in Accountability

Meets Texas Success Initiative (TSI) Criteria
or
Earns dual course credits
or
Meets criteria on AP/IB exams
or
Earns an associate degree
or
Qualifies for OnRamps course credits

**Career
Ready**



Earns an Industry-based certification (IBC)
or
Graduates with completed IEP
and workforce readiness
or
Graduates with an advanced degree plan
and received special education services
or
Earns a level I or level II certificate

**Military
Ready**



Enlists in the U.S. Armed Forces
(Not Applicable—Temporarily Suspended)

CCMR in Outcomes Bonuses

Meets TSI Criteria
(college prep courses not applicable)

AND

Enrolls at a postsecondary educational institution
immediately following high school
or
Earns an associate degree

Meets TSI Criteria
(college prep courses not applicable)

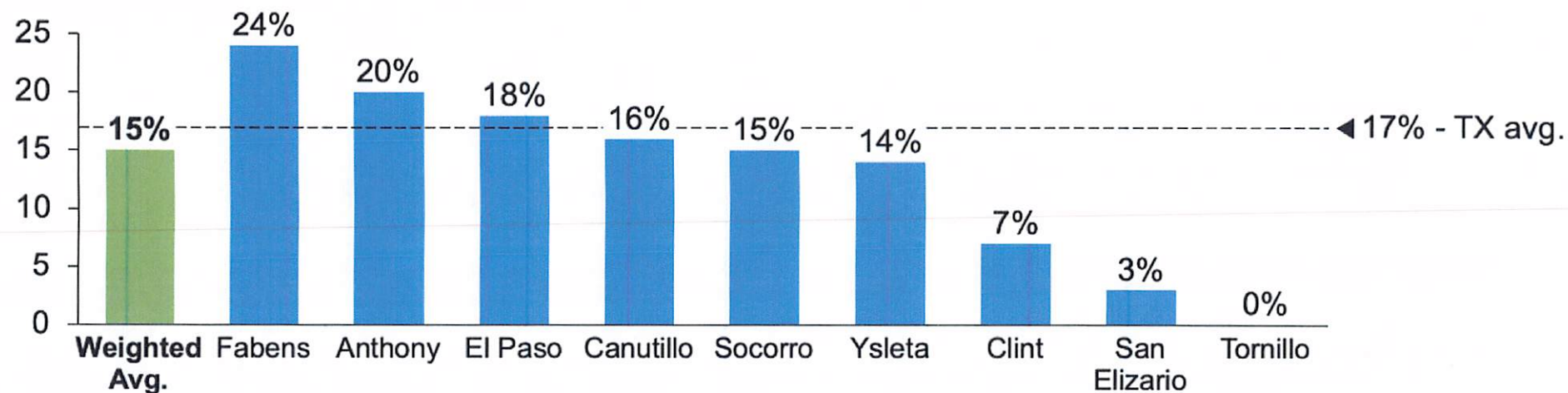
AND

Earns an IBC
or
Earns a level I or level II certificate

Enlists in the U.S. Armed Forces
(Not Applicable—Temporarily Suspended)

Potential of CCMR OB funding for each district

% of potential CCMR Bonus earned



OB received (for '19 grads)

\$7.9M \$170K \$45K \$3.0M \$280K \$2.3M \$1.9M \$270K \$35K -

Total potential CCMR OB funding¹

\$52.8M \$720K \$230K \$16.2M \$1.8M \$15.0M \$13.4M \$3.8M \$1.3M \$410K

54

1. Assumes 100% of current 8th grade cohort graduates and all qualify for HB3 CCMR Outcomes Bonus; Source: Dallas Commit!, Contigo Ed analysis

CCMR Outcomes Bonus: How its calculated

CCMR Outcomes Bonus is based on each annual graduate that meets state expectations above a certain threshold percentage. The amounts and threshold percentages are:

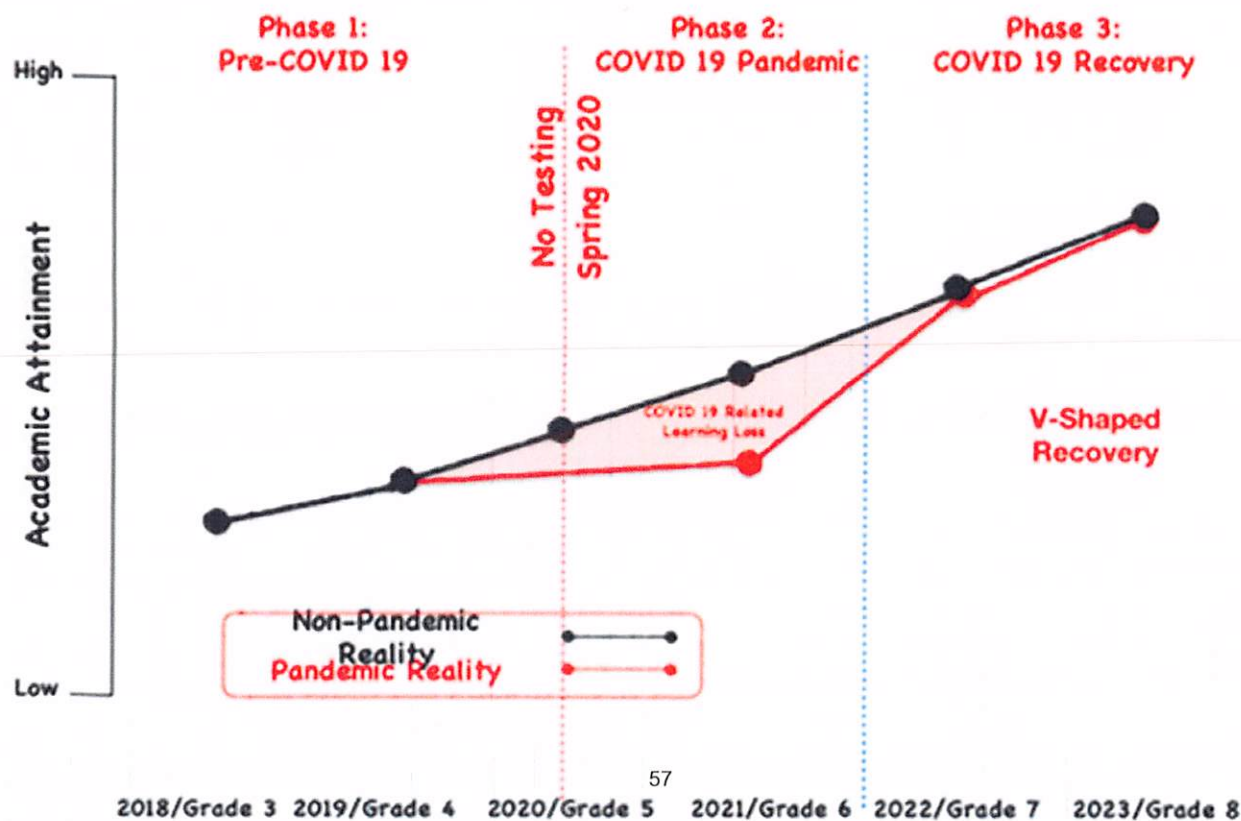
- Economically disadvantaged - \$5,000 each above the first 11% of CCMR grads
- Non-economically disadvantaged - \$3,000 each above the first 24% of CCMR grads
- Special Education - \$2,000 for each CCMR graduate (no threshold)

Goal Progress Measures AND COVID Learning Recovery Models



V-Shaped Recovery

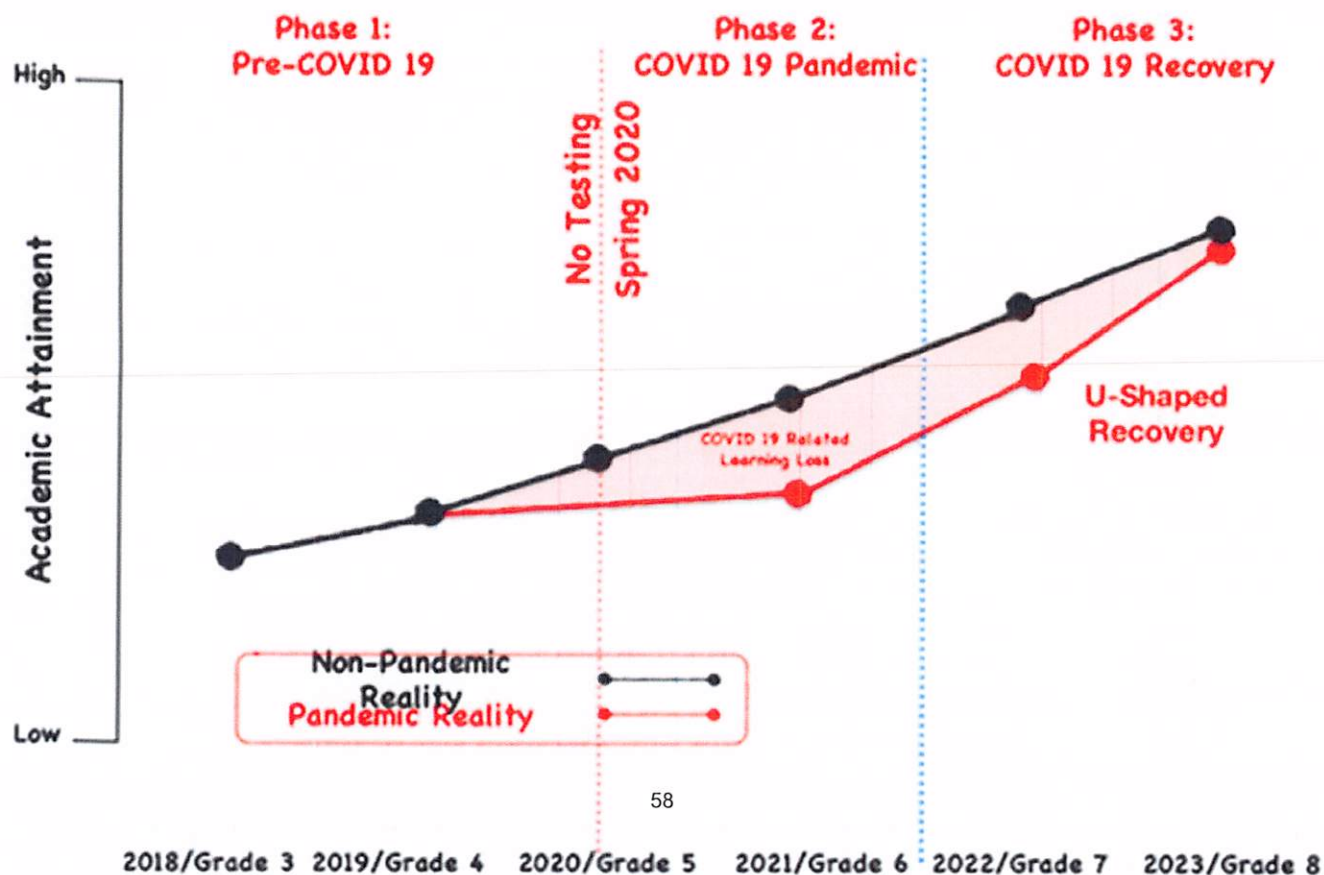
Performance Drop Followed by Brisk Recovery



57

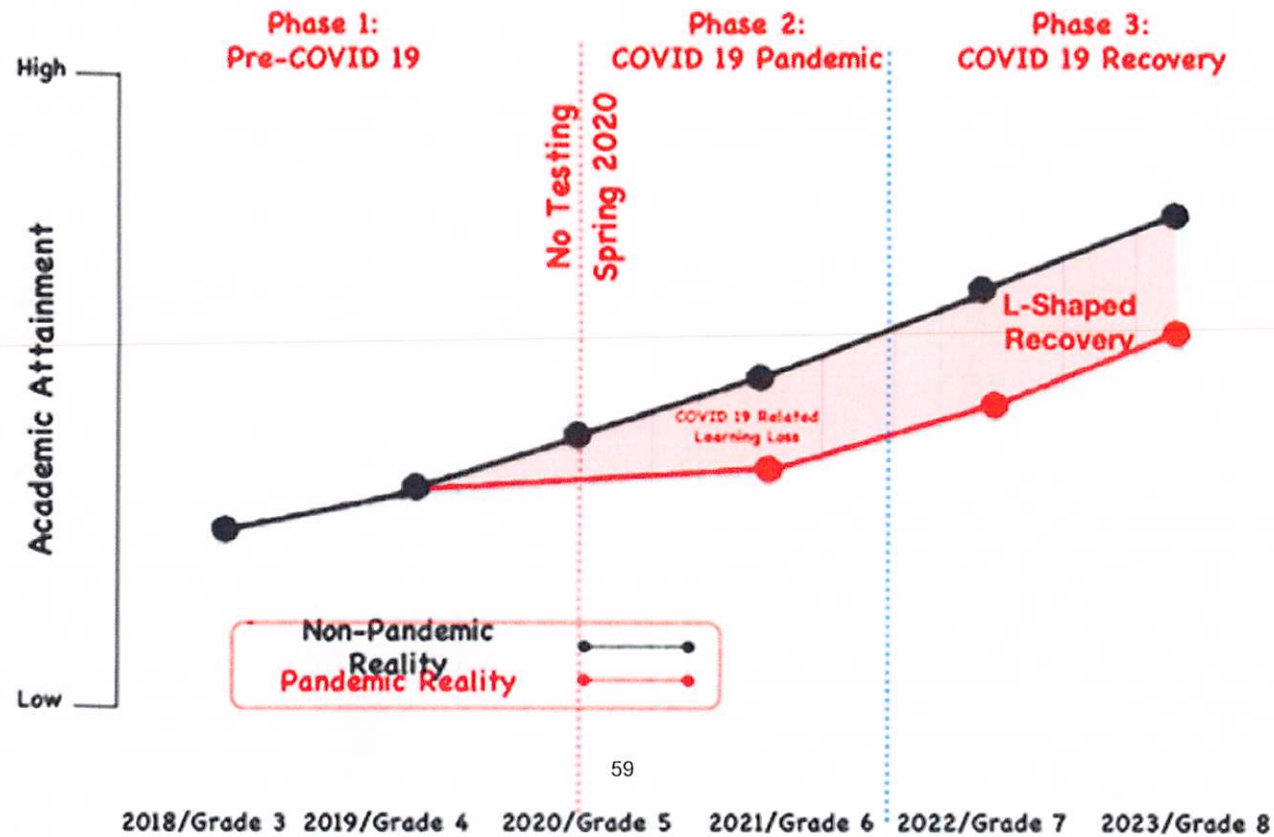
U-Shaped Recovery

Performance Drop Followed by an Extended (shorter or longer) Recovery



L-Shaped Recovery

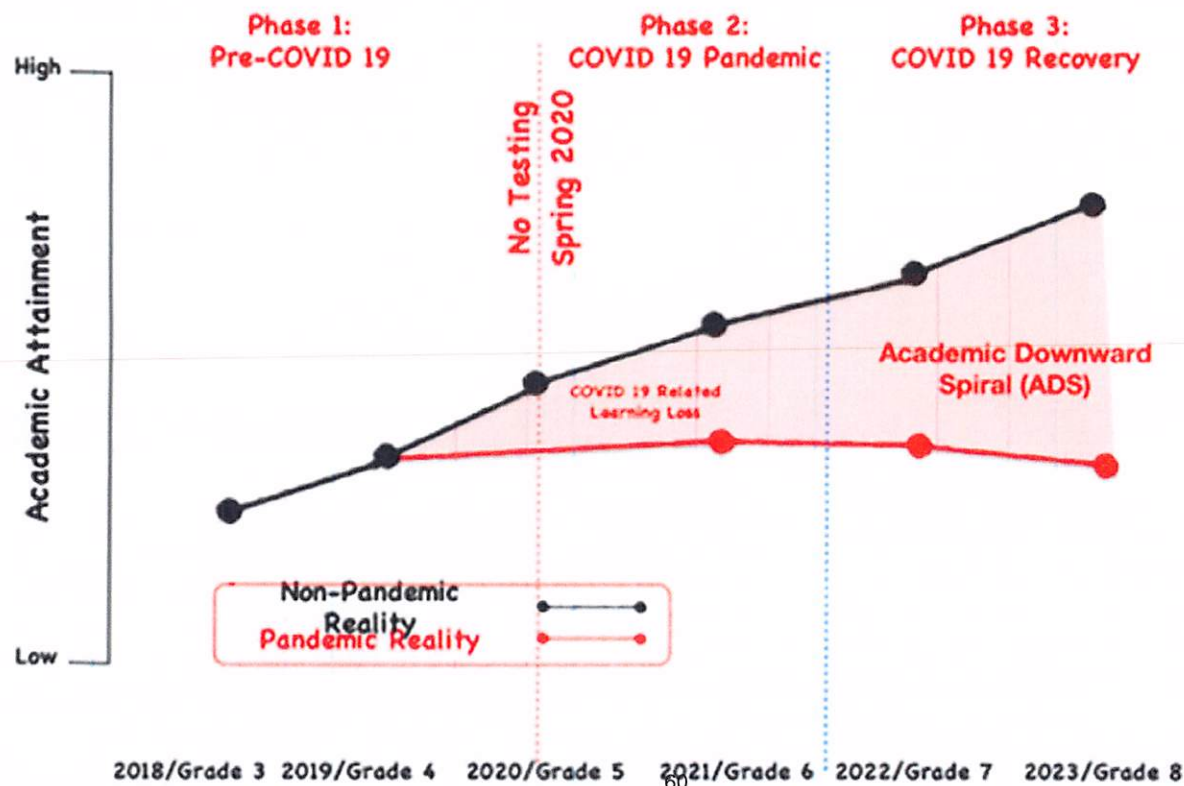
Performance Drop Followed by Typical Growth



59

Academic Downward Spiral (ADS)

Worst scenario



There will not be just one recovery, but many.

- Will likely vary immensely based on grade level, subject, and/or demographics.



FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Fabens ISD Farm Lease Agreement	Date Requested	05/18/2022
Requested By:	FISD Administration	Approximate Time	10 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of the Fabens ISD Farm Lease Agreement as presented	Information Only:	No
People Participating In Presentation:	Dr. Vijil	Who Has Been Involved:	Dr. Vijil Mr. Loya
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

Mr. Loya currently has a crop on the field and does wish to extend the lease under the same agreement.

FARM LEASE

This agreement of lease is made and entered into this day May 18, 2022 by and between the FABENS INDEPENDENT SCHOOL DISTRICT, whose address is P. O. Box 697, Fabens Texas 79838, hereinafter referred to as Landlord, and Loya Farms c/o David Loya, whose address is P. O. Box 935, Clint, Texas 79836 thereinafter referred to as Tenant.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, the following described property in El Paso County, Texas, to-wit:

Block Fifty-seven (57), Tract Three-A (3-A), SAN ELIZARIO GRANT in El Paso County, Texas, consisting of Twenty (20) acres, more or less.

hereinafter referred to as "the Farm".

TERM

(1) The base term of this lease shall be from June 16, 2022 to June 16, 2023, within thirty (30) days thereafter or time necessary to harvest a crop on the property, unless sooner terminated as herein provided. If during said period Landlord decides to sell the Farm, then the term shall terminate on July 16, 2023, or if following at least thirty (30) days written notice by Landlord, or July 16, 2023 whichever is first.

RENT

(2) In consideration of this Lease, it is agreed by and between the parties hereto that the Landlord, FABENS INDEPENDENT SCHOOL DISTRICT, shall receive one-fourth (1/4) of the value of all crops produced thereon, and Tenant shall farm same at his expense and have three-fourths (3/4) of all crops produced thereon. Tenant will plant a crop on all the acreage that is permissible under the existing government controls. All crops produced there from shall be

ginned and/or processed and marketed by Tenant in the names of both parties hereto. Upon the sale of the crops, one-fourth (1/4) of the proceeds shall be distributed to the Landlord and three-fourth (3/4) shall be distributed to the Tenant; each party shall pay their own ginning and/or processing charge. Each party shall bear the risk of loss from the time the crops are planted until such time as all rents have been paid to Landlord in their respective proportionate share.

USE OF PREMISES

(3) Tenant shall, during the term of this Lease, occupy and use the Farm only for the purpose of planting, growing and harvesting crops and maintaining the Farm in a good and husband-like manner.

Tenant shall at his own discretion plant any crop he desires on the land and shall fertilize all of the crops as he alone shall deem desirable.¹

Tenant shall farm same in a suitable manner as is the practice in El Paso County, Texas, and shall keep same clean from weeds, undesirable grasses and plants as he deems proper as a farmer in El Paso County, Texas.

Tenant covenants not to allow racial discrimination in any way related to the property.

LANDLORD'S LIEN

¹The use of the masculine gender herein is intended to include the feminine as appropriate and vice versa.

(4) Tenant hereby grants Landlord a security interest in the form of a landlord's lien, to secure Tenant's obligations hereunder, including the payment of all rent that may become due from Tenant to Landlord under this Lease, on all crops grown on the leased Farm and all proceeds from their sale. Tenant agrees to execute such financing statements to this effect as may be requested by Landlord, and to provide written notice of Landlord's lien to all potential and actual buyers, commission merchants, and selling agents interested in said crop(s), and to

fully cooperate in perfecting said lien under the Texas Business & Commerce Code and the Food Security Act of 1985, 7 U.S.C.A. §1631.

EXPENSES OF TENANT

(5) During the terms of this Lease, Tenant shall, among other things, at his own cost and expense:

- (a) Conduct all farming operations in a good and husband-like manner;
- (b) Keep and maintain all reclamation, irrigation, and drainage ditches located on the Farm open and in good condition and repair;
- (c) Keep and maintain the Farm, and all improvements and facilities appurtenant thereto that he is entitled to use, in good order and repair and in safe and clean condition;
- (d) Comply with all laws, orders and requirements of all governmental entities with reference to the use and occupancy of the Farm.

EXPENSES OF LANDLORD

(6) Landlord agrees to pay all taxes which may become due and owing on said land during the term of this lease to pay all water, construction and other charges assessable against said land during the terms of this lease.

WASTE OR NUISANCE

(7) Tenant shall not commit or permit the commission by others of any waste on the Farm; Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance; and Tenant shall not use or permit the use of the Farm for any unlawful purpose.

INSURANCE HAZARDS

(8) Tenant shall not commit or permit the commission of any acts on the Farm nor use or permit the use of the Farm in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Farm or the improvements on the Farm; and shall not commit acts on the Farm other than those acts which are legal and related to the exclusive use of the property for Farm purposes.

ALTERATIONS AND LIENS

(9) Tenant shall not make or permit any other person to make any alterations to the Farm or to any improvement thereon or facility appurtenant thereto without the written consent of the Landlord. Tenant shall keep the Farm free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Tenant.

All alterations, additions, or improvements made by Tenant shall become the property of Landlord at the termination of this Lease; if Landlord so elects, however, Tenant shall promptly remove all alterations, additions, and improvements, and any other property placed on the Farm by Tenant, and Tenant shall repair any damage caused by such removal.

ENTRY BY LANDLORD

(10) Tenant shall permit Landlord or Landlord's agents, representatives, employees, and guests, and Landlord hereby expressly retains the right, to enter the Farm at any and all reasonable times for the purpose of inspecting the Farm, to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing any other lawful acts on the Farm.

INDEMNIFICATION

(11) Tenant agrees and covenants to indemnify and hold Landlord harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of Tenant's business or his use of the above described Farm, or from any act or omission by Tenant, his agents, servants, employees, contractors, guests, or invitees on or about the leased Farm. In the event that any action or proceeding is brought against Landlord by reason of any of the above, Tenant further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Landlord at Tenant's expense.

NO PARTNERSHIP

(12) Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Landlord and Tenant. Neither Landlord nor Tenant shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other.

LIABILITY INSURANCE

(13) Tenant shall procure and maintain, at his own cost and expense, during the term of this Lease, insurance policies issued by insurance companies acceptable to Landlord in amounts satisfactory to Landlord insuring Landlord and Tenant against any and all possible liability for injuries to or death of any person injured or killed at any time in, on, or about the Farm. The amounts of such coverage shall not be less than \$100,000.00 for each person and \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.

SUBLEASING AND ASSIGNING

(14) Tenant shall not encumber, assign, sublet or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Farm or any of the improvements or crops that may now or hereafter be constructed, installed, or planted on the Farm, without the express written consent of the Landlord. Neither shall Tenant allow any other persons to occupy or use the Farm or any part thereof without the prior written consent of Landlord. Any encumbrance, assignment, transfer, or subletting without the prior written consent of the Landlord, whether it be voluntary or involuntary, by operation of law, or otherwise, is void and shall, at the option of the Landlord, terminate this Lease.

INSOLVENCY OF TENANT

(15) Should Tenant become insolvent as defined in this Section 15, Landlord may, by giving ten (10) days written notice to Tenant or to the person appointed to manage Tenant's affairs, terminate this Lease effective June 12, 2020 following said notice. For the purposes of this Section, Tenant shall be conclusively presumed to have become insolvent if he (a) be adjudged a bankrupt, (b) has a receiver appointed to take possession of all or substantially all of his property because of insolvency, (c) makes a general assignment for the benefit of creditors, or (d) allows any judgment against his to remain unsatisfied or unbounded for a period of thirty (30) days or longer.

RECORDS

(16) Tenant shall make and maintain records of all agricultural and financial matters related to the Farm, and shall provide access to, or copies of, said records to Landlord upon request.

DEATH OR INCAPACITY OF TENANT

(17) Should tenant die or become permanently incapacitated, this Lease shall terminate on the

last day of the lease (June 12, 2021) following her/his death or incapacity.

DEFAULT BY TENANT

(18) All covenants and agreements contained in this Lease (including the timely payment of the rent) are declared to be conditions to this Lease and to the terms hereby demised to Tenant. Should Tenant default in the performance of any covenant, condition, or agreement contained in this Lease, Landlord may, on ten (10) days written notice, terminate this Lease and reenter and regain possession of the Farm, if Tenant has not by then cured the default. On termination of this Lease, all rights of Tenant in and to the Farm and any crop or crops on the Farm shall also terminate.

NOTICES

(19) Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be given to either party hereto by the other party to this Lease shall be in writing and shall be deemed duly given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first class, postage prepaid, addressed to the Tenant at the address of P.O. Box 935, Clint, Texas 79836, or the Landlord at P.O. Box 697 Fabens, Texas 79838. Either party, Tenant or Landlord, may change their address for the purpose of this Section 19 by giving written notice of such change to the other party in the manner provided in this Section.

HEIRS AND SUCCESSORS

(20) The Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, subject to the other provisions hereof.

IN WITNESS WHEREOF, the undersigned Landlord and Tenant hereto executed this lease as of the day and year first above written.

TENANT

FABENS INDEPENDENT SCHOOL
DISTRICT (Landlord)

David Loya, Tenant

Dr. Veronica Vijil, Superintendent of Schools

THE STATE OF TEXAS }

COUNTY OF EL PASO }

Before me, the undersigned authority, on this day personally appeared Veronica Vijil, Superintendent of the Fabens Independent School District, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Fabens Independent School District, and that he executed the same as the act of such Fabens Independent School District, duly authorized by same to execute said instrument, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this ____ day of _____, 20__.

Notary Public in and for The State of Texas

My commission expires: _____

THE STATE OF TEXAS }

COUNTY OF EL PASO }

Before me, the undersigned authority, on this day personally appeared David Loya, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this ____ day of _____, 20__

Notary Public in and for The State of _____

My commission expires: _____

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Fabens High School Class of 2022 Update	Date Requested	05/1/2022
Requested By:	Mr. Edgar Rincon	Approximate Time	20 minutes
Division Approval:		Action Needed:	No
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Mr. Edgar Rincon	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?	N/A	How Will Request Be Financed?	N/A
		Cost to District:	N/A

Mr. Rincon will have a presentation for you on Wednesday, providing you with updated Senior Class information.

FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Fabens ISD 2022 – 2023 Basic School Supplies Purchase over \$50,000.00	Date Requested	5/18/2022
Requested By:	M. Gonzalez	Approximate Time	5 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	Administration recommends approval of the basic school supply purchase not to exceed \$70,000.00	Information Only:	
People Participating In Presentation:	M. Gonzalez	Who Has Been Involved:	M. Gonzalez M. Cavazos Principals Dr. Galaviz
How Will It Benefit the District's Mission/Goals?	Ensure all students have basic supplies for the 2022 – 2023 school year	How Will Request Be Financed?	ESSER
		Cost to District:	Up to \$70,000



Fabens Independent School District
P.O. Box 697, Fabens, Texas 79839

Consent Agenda

D. Purchase over \$50,000 for Supply Packs

Fabens ISD seeks to provide every student with basic school supplies to alleviate the financial burden on parents for the start of the 2022-2023 school year. Attached is the preferred quote, however administration requests approval of supply pack purchase not to exceed \$70,000 to allow for adjustments based on any shifts in enrollment. Please also disregard the tax as FISD is tax-exempt.



Educational Products, Inc.
P.O. Box 734536
Dallas, TX 75373-4536
Phone: 800-365-5345

This is a Quote Based on Quantities
Provided by the Customer
(This is not an Invoice)

CUSTOMER NUMBER: FAB000

BILL TO:

FABENS I.S.D.
MARTY CAVAZOS
P.O. BOX 697
FABENS, TX 79838

SHIP TO:

FABENS I.S.D.
MARTY CAVAZOS
600 N. E 4TH STREET
FABENS, TX 79383

ORDER NUMBER
2022 BTS ORDER

QUOTE DATE
5/12/2022

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
KK22417768 Intermediate	300	23.758	7,127.40
KK22417770 High School	700	33.693	23,585.10
KK22417769 Middle School	550	36.690	20,179.50
KK22417767 Primary Level	650	30.864	20,061.60

Other Discount

0.10

(7,095.36)

Merchandise Total \$ 70,953.60

Discount Total (7,095.36)

8.25% Estimated Tax 5,268.30

ESTIMATED TOTAL \$ 69,126.54

Estimates Should be based on Quantities Provided by Customer

**FABENS ISD
BOARD OF TRUSTEES**

Date: 05/18/2022 Presented By: Board President

Subject: Adjourn Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
ADJOURN**

If there is no further business

Motion to Adjourn by: _____

Second by: _____

Motion Passes: _____

the meeting is adjourned at _____ p.m.